
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Reviewed By
Office of Town Attorney


Meeting of May 22, 2018

RESOLUTION P-9-18

WHEREAS, The 2018 Budget, adopted October 24, 2017 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 2018 Budget, on October 24, 2017, 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
Councilman Muscarella	Aye
Councilman Macagnone	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Human Resources
Payroll

Reviewed By
Office of Town Attorney
John Lanning
APPROVED
COMMISSIONER OF HUMAN RESOURCES

Meeting of May 22, 2018

PA -6-2018

WHEREAS, Resolution #PA 3-73, adopted the 1973 Graded Salary Plan for all titles in use in the Town of Oyster Bay; and

WHEREAS, it is deemed necessary periodically to change or upgrade the grades of such approved titles of Nassau County Civil Service Commission,

NOW, THEREFORE, BE IT RESOLVED, That the Graded Salary Plan, as adopted by Resolution #PA 3-73, on January 1973, be and hereby is amended to reflect the following effective January 9, 2018:

TO CHANGE THE GRADE OF:	FROM:	TO:
Transcribing Machine Operator	9	14

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

cc: Supervisor
Town Attorney
Comptroller
Human Resources
Payroll

Meeting of May 22, 2018

Resolution No. TF-09-2018

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


ITEM NO.	DEPT.	AMOUNT	FROM
032-18	DPS	\$25,000.00	DPS A 3010 12000 000 0000
			TO
		\$25,000.00	DPS A 3010 12010 000 0000
			FROM
033-18	DPS	7,500.00	DPS A 3010 12000 000 0000
			TO
		7,500.00	DPS A 3010 44900 000 0000
			FROM
034-18	DPS	3,500.00	DPS A 3010 41400 000 0000
			TO
		3,500.00	DPS A 3010 44900 000 0000
			FROM
035-18	DPS	1,500.00	DPS A 3010 41600 000 0000
			TO
		1,500.00	DPS A 3010 25000 000 0000

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Safety

Reviewed By
Office of Town Attorney


TOWN OF OYSTER BAY

Inter-Departmental Memo

May 7, 2018

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 12000 000 0000 SALARIES PART TIME \$25,000.00	DPS A 3010 12010 000 0000 SALARIES SEASONAL \$25,000.00

The above transfer is necessary in order to fund 2018 seasonal salaries.

FROM:	TO:
DPS A 3010 12000 000 0000 SALARIES PART TIME \$7500.00	DPS A 3010 44900 000 0000 OTHER CONTRACT \$7500.00

The above transfer is necessary in order replace expired AED pads as required by the New York State Department of Health.

FROM:	TO:
DPS A 3010 41400 000 0000 UNIFORMS \$3500.00	DPS A 3010 44900 000 0000 OTHER CONTRACT \$3500.00

The above transfer is necessary to facilitate physical security related repairs.

FROM:	TO:
DPS A 3010 41600 000 0000 MATERIALS AND SUPPLIES \$1500.00	DPS A 3010 25000 000 0000 GENERAL EQUIPMENT \$1500.00

The above transfer is necessary to properly record fixed assets in accordance with town policy.


Justin McCaffrey
Commissioner Public Safety



C: Town Attorney (7)
Comptroller's Office

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated April 27, 2018, requested Town Board authorization to sign contracts with various performers, and/or their agents, for the programs located on Grid A attached hereto and made a part hereof, in connection with the "2018 Music Under the Stars" series, which includes the *Salute to America* and *Movies by Moonlight*, for a total fee of \$61,350.00 (with the sum of \$11,500.00 to be reimbursed to the Town from The Friends of Community Services Department, Incorporated) to be drawn from Account No. CYS A 7020 47660 000 0000, and for programs, performances and services, as set forth on Grid B attached hereto and made a part hereof, fees for which will be paid by sponsor donations through The Friends of Community Services Department, Incorporated accounts:

See attached Grid A and Grid B Schedules,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes the Department of Community and Youth Services to enter into contracts with various performers, and/or their agents, for the programs located on Grid A attached hereto, in connection with the "2018 Music Under the Stars" series, for a total fee of \$61,350.00 (with the sum of \$11,500.00 to be reimbursed to the Town from The Friends of Community Services Department, Incorporated) to be drawn from Account No. CYS A 7020 47660 000 0000, and for programs, performances and services, as set forth on Grid B attached hereto, fees for which will be paid by sponsor donations through The Friends of Community Services Department, Incorporated accounts; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

April 27, 2018

TO: Memorandum Docket

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

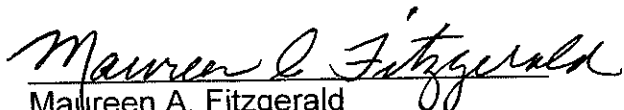
SUBJECT: 2018 "Music Under the Stars" Concert Series

The Department of Community and Youth Services requests Town Board authorization to sign contracts with various performers, and/or their agents for the 2018 "Music Under the Stars" concert series which includes the *Salute to America* and *Movies by Moonlight*.

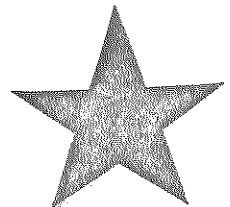
The attached **Grid A**, details fees for the performances and services that will be paid by the Town of Oyster Bay. The fees total \$61,350.00 and will be paid from Account No. CYS A 7020 47660 000 0000, *Special Events*. The fee for *Fireworks by Grucci, Incorporated*, of \$11,500.00, will be reimbursed to the Town of Oyster Bay by *The Friends of the Community Service Department, Incorporated*.

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 \$17,798.00 includes the reimbursement to the Town of Oyster Bay for Fireworks by Grucci, Incorporated.

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


Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachments
cc: Town Attorney (+7 copies)



MUSIC UNDER THE STARS

Grid A

Town of Oyster Bay

Performance Date	Location	Check made payable to	Amount
7/10/2018	John J. Burns Town Park	SixGun Entertainment, Ltd.	\$2,700
7/10/2018	John J. Burns Town Park	Fireworks by Grucci, Inc.	\$11,500
7/11/2018	Ellsworth W. Allen Town Park	The Concert Pops of Long Island	\$4,500
7/12/2018	Bethpage Community Park	Dr. K's Motown Revue	\$3,000
7/14/2018	John J. Burns Town Park	NJ Star Productions, Inc.	\$3,400
7/17/2018	John J. Burns Town Park	Madding Music, Inc.	\$3,000
7/18/2018	Syosset-Woodbury Community Park	NJ Star Productions, Inc.	\$3,250
7/19/2018	Theodore Roosevelt Memorial Park & Beach	NJ Star Productions, Inc.	\$3,750
7/25/2018	Harry Tappen Beach	Charles D'Oria	\$1,750
7/25/2018	Harry Tappen Beach	Greg Warnokowski	\$1,750
7/28/2018	John J. Burns Town Park	Joseph Salucci	\$2,500
7/31/2018	Ellsworth W. Allen Town Park	Jeff Hickman	\$1,350
8/1/2018	Syosset-Woodbury Community Park	Anthony Garofalo	\$3,000
8/4/2018	John J. Burns Town Park	Nick Troiani	\$1,800
8/7/2018	Ellsworth W. Allen Town Park	Lucilu Productions, Incorporated	\$3,100
8/8/2018	Syosset-Woodbury Community Park	Simply Diamond Music	\$2,000
8/11/2018	John J. Burns Town Park	Lucilu Productions, Incorporated	\$9,000
Total			\$61,350

Carnival equipment for *Movies by Moonlight* will be procured through the Town of Oyster Bay's Carnival Equipment bid, # SO068-16.

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

MUSIC UNDER THE STARS

Grid B

The Friends of the Community Service Department, Incorporated

Performance Date	Location	Check made payable to	Amount <small>Amt. not to exceed</small>
7/10 - 8/11/2018	Various Locations	Various National Anthem Artists	\$1,200
7/7/2018	Ellsworth W. Allen Town Park	Swank Motion Pictures	\$420
7/10/2018	John J. Burns Town Park	Fireworks by Grucci	\$11,500
7/11/2018	Ellsworth W. Allen Town Park	Dean Karahalis	\$750
7/21/2018	Marjorie R. Post Community Park	Swank Motion Pictures	\$384
7/24/2018	John J. Burns Town Park	Dreamkast, Inc.	\$2,500
7/26/2018	Syosset-Woodbury Community Park	Swank Motion Pictures	\$420
8/2/2018	Theodore Roosevelt Memorial Park & Beach	Swank Motion Pictures	\$420
8/9/2018	Plainview-Old Bethpage Community Park	Swank Motion Pictures	\$384
Total			\$17,978

* Reimbursement to Town of Oyster Bay for Fireworks by Grucci, Incorporated

CONTRACT

This Contract, made the ____ day of _____, 2018 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and SixGun Entertainment, Ltd., having its principal office at PO Box 413, Centereach, New York 11720 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

SixGun – Country with a Kick

a. Type of performance: Music Under the Stars 2018

b. Contract Amount: \$2,700.00

c. Date, time and place of performance:

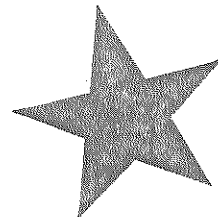
DATE: Tuesday, July 10, 2018

TIME: 7:30 pm (after opening ceremony)

DURATION: 30 Minutes

PLACE: John J. Burns Town Park
Maspeth, New York

2. Performances to be as indicated above; time and dates to be determined by TOWN. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$2,700.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the ____ day of _____, 2018.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: SIXGUN ENTERTAINMENT, LTD

SIXGUN ENTERTAINMENT, LTD.,

CONTRACTOR

DATE: _____, 2018

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2018

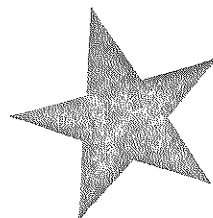
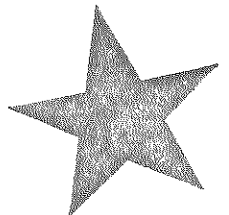


EXHIBIT A

CONTRACT TERMS & CONDITIONS

It is agreed upon by both parties that the services to be provided will include, but not be limited to, the following:

1. The scheduling of all performances shall be determined by the Commissioner of the Department of Community & Youth Services.
2. If the scheduled Performers are contracted through a separate agreement with CONTRACTOR, then CONTRACTOR is considered the Performers Agent and expressly warrants that he/she is authorized by Performer to execute this contract on behalf of the Performer.
3. All "Riders" imposed on CONTRACTOR by the Performer shall be satisfied by CONTRACTOR without any additional cost to the TOWN.
4. Any cancellation by a Performer will be the responsibility of CONTRACTOR to replace with a performer of equal or better rating, approved by the Commissioner of the Department of Community and Youth Services, and at no additional cost to TOWN.
5. A separate contract between CONTRACTOR and TOWN shall be executed for each performance agreed to by TOWN.
6. Payment for performances shall be made after satisfactory completion of paperwork in accordance with the procedures set forth by the TOWN Comptroller and approved by the Commissioner of the Department of Community & Youth Services.
7. The performers for all "Opening Acts", where required, shall be agreed to by the Commissioner of Community & Youth Services no later than two weeks prior to their scheduled performance. Any change of "Opening Act" must be agreed to by the Commissioner of Community and Youth Services and will be considered only at no additional cost to the "Town".
8. All performances shall start at 8:00 a.m. and finish no later than 10:15 p.m. In the event the performance continues beyond 10:15 p.m., any possible additional cost must be defined at contract signing as to method of calculation and the rationale supporting the method.
9. All Performers must be available for public relations photographs (if applicable) 30 minutes prior to show time.
10. All performers must arrive at the performance location no later than one (1) hour prior to show time.
11. Rehearsal requirements must be identified at contract signing.
12. CONTRACTOR shall be present on site at each performance provided by them.
13. If CONTRACTOR requires any services, other than those stipulated in this contract, the request must be made to the Commissioner of the Department of Community & Youth Services or the Program Coordinator.
14. Town shall not be liable for any loss, liability for property, its officials, agents, or employees, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be received until Contractor has made proper arrangements for receiving, handling and storage of such materials with the TOWN.
15. No sale of any items by the CONTRACTOR shall be permitted without prior approval by the Commissioner of the Department of Community & Youth Services or her designee.



WHEREAS, Robert C. Weltner, of SPLASH (Stop Polluting, Littering and Save Harbors), by letter dated May 7, 2018, requested permission to dock its vessel at John J. Burns Park boat ramp from April 16, 2018 through November 16, 2018, without charge; and

WHEREAS, Joseph G. Pinto, Commissioner, of the Department of Parks, by memorandum dated April 27, 2018, requested Town Board authorization to allow Operation SPLASH to dock its vessel at John J. Burns Park boat ramp from April 16, 2018 through November 16, 2018, without charge, on the condition that adequate insurance coverage is provided,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and Joseph G. Pinto, Commissioner, Department of Parks, is hereby authorized to allow Operation SPLASH to dock its vessel at John J. Burns Park boat ramp, from April 16, 2018 through November 16, 2018, without charge, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Parks, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforesaid activity; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$1,000,000 bodily injury and \$500,000 property damage, and naming the Town as an additional insured, in connection with the aforesaid activity.

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

5

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

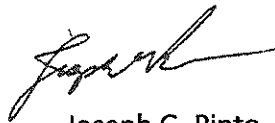
DATE: April 27, 2018

SUBJECT: Operation SPLASH at John J. Burns Park ramp

Town Board authorization is requested for Operation SPLASH (Stop Polluting, Littering and Save Harbors) to dock their vessel, 24' Carolina Skiff HID # EKHA3812F809, at John J. Burns Park ramp from April 16, 2018 through November 16, 2018.

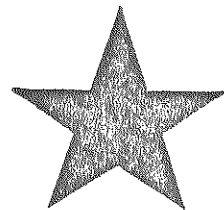
As per their letter (attached), Operation SPLASH is an organization that is actively protecting our environment and assists in keeping our waterways safer, making for a more pleasurable experience for our residents. This department recommends approval of this request.

All insurance with proper endorsements, along with current N.Y.S. registration are attached.



Joseph G. Pinto
Commissioner of Parks

JGP:gv
Cc: Town Attorney (+7 w/attach)





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

Town Hall South
977 Hicksville Road
Massapequa, NY 11758

May 7, 2018

To Whom It May Concern,

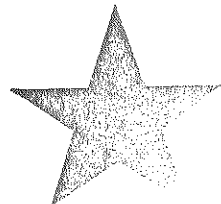
Operation SPLASH respectfully requests the use of a slip in the public dock at John J. Burns Park for the 2018 season.

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,

PO Box 228 Freeport NY 11520



SCHEDULED VESSEL ENDORSEMENT

Named Insured OPERATION SPLASH C/O ROBERT WELTNER			Endorsement Number Vessel 2
Policy Symbol YAR	Policy Number Y07708816	Policy Period 6/6/2017 TO 6/6/2018	Effective Date of Endorsement 6/6/2017
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

In consideration of the premium charged \$ 503 , 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: EKHA3812P809
Vessel Name:

COVERAGE PROVIDED — PARTS COVERAGES		AMOUNT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
A	Property Damage	\$ 15,000	\$ 500	\$ 268
	Windstorm Deductible		Not Applicable	\$ 0
	Commercial Towing & Assistance	\$ 1,000	\$ 0	\$ 0
B	Liability	\$ 1,000,000	\$ 0	\$ 235
C	Medical Payments	\$ 5,000	\$ 0	\$ 0
D	Uninsured Boater	\$ 1,000,000	\$ 0	\$ 0
E	L&HCA	\$ Statutory Limits		\$ (Included in "B" if any)
F	Trailer	\$ Not Covered		\$ 0
G	Personal Property	\$ 2,500	\$ 250	\$ 0
Premium Bearing Endt(s): See Attached Endorsements				\$ 0
TOTAL PREMIUM				\$ 503

APPLICABLE FORMS & ENDORSEMENTS: (Refer to Forms Schedule on Declarations Page for Form Names)
*MA-1X16a *MA-BTS01 *MA-43825a

*Denotes form is included with Insured copy

NAVIGATION WARRANTY: Refer to form: MA-BTS01

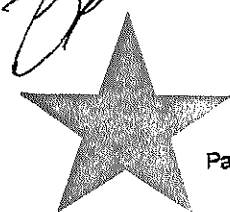
SUMMER MOORING LOCATION: OYSTER BAY, NY 11771

LAY-UP WARRANTY: It is warranted that the insured vessel will be laid up from
noon : to noon:

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Reviewed By
Office of Town Attorney



ADDITIONAL INSURED ENDORSEMENT

Named Insured OPERATION SPLASH C/O ROBERT WELTNER			Endorsement Number Vessel 2
Policy Symbol YAR	Policy Number Y07708816	Policy Period 6/6/2017 TO 6/6/2018	Effective Date of Endorsement 6/6/2017
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is hereby agreed that the following is added as an additional insured on this Policy, but only as their interest may appear in the **Insured Vessel** and for the liability arising out of the negligence of the **Named Insured**, as defined in the Policy. The additional insured is named as such for the purpose of **Bodily Injury and Property Damage** liability in connection with the **Named Insured's** ownership, maintenance and operation of the **Insured Vessel** covered by this Policy.

Town of Oyster Bay

977 Hicksville Road

Massapequa, NY 11758

With respect to the insurance afforded to the additional insured shown above, the following applies:

1. Inclusion of the additional insured shall not waive any right of subrogation we may have; and
2. In the event of non-renewal or cancellation of this Policy, written notice will be delivered to the additional insured shown above in accordance with the provisions of this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

MA-1X16a (07/14)

ACE AMERICAN INSURANCE COMPANY
INSURANCE COMPANY OF NORTH AMERICA
ACE FIRE UNDERWRITERS INSURANCE COMPANY

Reviewed By
Office of Town Attorney



SCHEDULED VESSEL ENDORSEMENT

Named Insured OPERATION SPLASH C/O ROBERT WELTNER		Vessel Number Vessel 2
Policy Number Y07708816	Policy Period 6/6/2018 TO 6/6/2019	Effective Date of Endorsement 6/6/2018
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

In consideration of the premium charged \$ 514 , 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: EKHA3812F809
Vessel Name:

COVERAGE PROVIDED ---

COVERAGES	AMOUNT OF INSURANCE	DEDUCTIBLE	ANNUAL PREMIUM
Property Damage	\$ 15,000	\$ 500	\$ 279
Windstorm Deductible		\$ Not Applicable	\$ 0
Emergency Towing and Service	\$ 1,000	\$ 0	\$ 0
Liability	\$ 1,000,000	\$ 0	\$ 235
Medical Payments	\$ 5,000	\$ 0	\$ 0
Uninsured Boater	\$ 1,000,000	\$ 0	\$ 0
Trailer	\$ 1,000	\$ 250	\$ 0
Personal Property	\$ 2,500	\$ 250	\$ 0
Premium Bearing Endt(s)			\$ 0
TOTAL			\$ 514

APPLICABLE FORMS & ENDORSEMENTS: (Refer to Forms Schedule on Declarations Page for Form Names)

*RM-2000 *RM-2001 *RM100000 *RM110000 *RM160000 *RM210000 *RM220000 *RM230000
*RM240000 *MA-BTS01a *MA-1X16b *MA-43825b

*Denotes form is included with Insured copy

NAVIGATION WARRANTY:

Refer to Form: MA-BTS01a

SUMMER MOORING LOCATION: OYSTER BAY, NY 11771

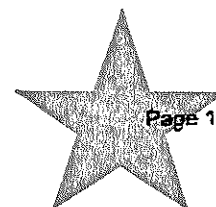
LOSS PAYEE: We will make payments for Property Damage losses to the Insured and

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

MA-2W80k (11/17)

15,1

Reviewed By
Office of Town Attorney



Page 1 of 1

Masterpiece®
CHUBB®

**Additional Interest
Endorsement**

Named Insured OPERATION SPLASH C/O ROBERT WELTNER		Vessel Number Vessel 2
Policy Number Y07708816	Policy Period 6/6/2018 TO 6/6/2019	Effective Date of Endorsement 6/6/2018
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement applies to an insured vessel only if shown on the Declarations Page or the applicable Scheduled Vessel Endorsement for that insured vessel.

It is hereby agreed that the following is added as an additional interest on this policy, but only as their interest may appear in the insured vessel and for the liability arising out of the negligence of you or a family member. The additional interest is named as such for the purpose of bodily injury and property damage liability in connection with your or a family members ownership, maintenance and operation of the insured vessel.

Town of Oyster Bay

977 Hicksville Road


Massapequa, NY 11758

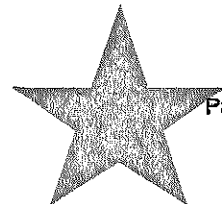
With respect to the insurance afforded to the additional interest shown above, the following applies:

1. Inclusion of the additional insured shall not waive any right of subrogation we may have.
2. In the event of non-renewal or cancellation of this policy, written notice will be delivered to the additional interest shown above in accordance with the provisions of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

MA-1X16b (11/17)

Reviewed By
Office of Town Attorney




Page 1 of 1

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

This Agreement is made this 9 day of April 2018, by Operation Splash
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment
located at and/or described as DOCK AT JOHN J. BURNIS PARK

for the event described as DOCK SPLASH BOAT R
The property/equipment is needed from April 16 2018 to Nov 16 2018
The event for which the property and/or equipment is requested ☐ is ☒ is not a profit making event.

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

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

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

Name of Organization

Operation Splash

Address of Organization

By: [Signature]

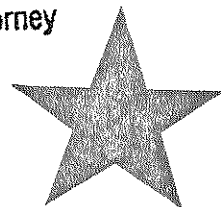
Authorized Representative

Title: BOAT CHAPTER CAPTAIN

Telephone Number: (516) 798-3811

Reviewed By
Office of Town Attorney

[Signature]



NEW YORK STATE BOAT REGISTRATION

NY3466GB

2009 CA/SK EKHA3812F809

FIBE OUT PLEASURE

023 GAS UTD4016 DEC 03 2015

NON-TRANSFERABLE 022 UTD21F EXPIRES

12/31/18

OPERATION; SPLASH; INC

PO BOX 228

FREEPORT NY

11520

Fee Paid

DD 328704

VOID IF ALTERED EXCEPT
FOR CHANGE OF ADDRESS
NY-610028 (6/08)

57.50

HERE IS YOUR WATER-REPELLENT BOAT REGISTRATION.

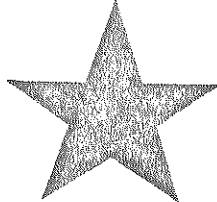
Please separate the registration from the rest of this card.

OPERATION; SPLASH; INC

PO BOX 228

FREEPORT NY

11520



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

This Agreement is made this 9 day of April 2018, by Operation Splash
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment
located at and/or described as DOCK AT JOHN J. BURNS PARK

for the event described as DOCK SPLASH BOAT IT
The property/equipment is needed from April 16 2018 to Nov 16 2018
The event for which the property and/or equipment is requested () is (☒) is not a profit making event.

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

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

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

Name of Organization

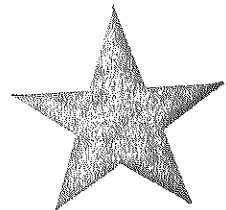
Operation Splash

Address of Organization

By: Angela M. Melon
Authorized Representative

Title: BOAT CHAPTER CAPTAIN

Telephone Number: (516) 798-3811



WHEREAS, by Resolution 281-2017, adopted May 23, 2017, the Town Board authorized and directed the Supervisor, on behalf of the Town, to enter into an Agreement with J. C. Broderick & Associates, Inc., to provide Lead Based testing services for the Division of Community Development's Residential Rehabilitation program; and

WHEREAS, the agreement was for a one year period, from June 1, 2017 to May 31, 2018, with an option for two (2) one (1) year extensions; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 25, 2018, requested Town Board authorization to exercise the first option to extend the Agreement with J. C. Broderick & Associates, Inc. for one year, from June 1, 2018 to May 31, 2019, in an amount not to exceed \$20,000.00; and

WHEREAS, funds for payments under this Agreement are available in Account IGA CD 8668 48250 731 CD 18,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor, or his designated representative, is hereby authorized to enter into the first of two (2) one (1) year extensions of the Agreement with J. C. Broderick & Associates, Inc. for one year, from June 1, 2018 to May 31, 2019, in an amount not to exceed \$20,000.00, to provide Lead Based testing services for the Division of Community Development's Residential Rehabilitation program; and be it further

RESOLVED, that the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, in an amount not to exceed \$20,000.00, 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. IGA CD 8668 48250 731 CD 18.

-#-

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

10

Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: April 25, 2018


SUBJECT: Community Development
J.C. Broderick & Associates, Inc.

Town Board Resolution # 281-2017 authorized the Supervisor to enter into an Agreement with J.C. Broderick & Associates to provide Lead Based testing services for the Division of Community Development's Residential Rehabilitation program for the period June 1, 2017 through May 31, 2018.

Town Board Resolution # 281-2017 also allowed this division to extend this Agreement ending May 31, 2018, for two (2) one (1) year extension options. This department is respectfully requesting to exercise the first extension which will extend the Agreement from June 1, 2018 through May 31, 2019.

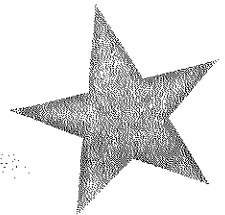
It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into this contract extension in the amount of \$20,000. Funds for this purpose are available in account IGA CD 8668 48250 731 CD 18.

Thank you for your attention to this matter.



Frank V. Sammartano
Commissioner

FVS/PA
cc: Town Attorney w/ 7 copies



WHEREAS, Kushnick Pallaci, PLLC, by Resolution No. 254-2017, adopted May 9, 2017, was retained as special counsel in connection with litigation relative to the design, construction, inspection, and remedial work of the Town of Oyster Bay Garage, located at Hicksville, New York; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated May 9, 2018, have recommended and requested an authorization to pay Kushnick Pallaci, PLLC, an additional amount not to exceed \$15,000.00, including expenses and disbursements; and

WHEREAS, funds are available in Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the authorization of payment to Kushnick Pallaci, PLLC, in an amount not to exceed \$15,000.00, for legal fees, costs and disbursements as special counsel, which sum is to be paid at the predetermined rate; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to pay said outside counsel for legal fees, costs and disbursements rendered, upon the submission of a duly certified claim, after approval by the Town Attorney, and after audit, with funds available in Account No. OTA A 1420 44110 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

28

Town of Oyster Bay Inter-Departmental Memo

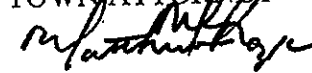
TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : May 9, 2018
SUBJECT: Outside Counsel to the Town of Oyster Bay
Kushnick Pallaci, PLLC

By Resolution No. 254-2017, adopted on May 9, 2017, the law firm of Kushnick Pallaci, PLLC was retained to represent and provide legal services to the Town of Oyster Bay in connection with litigation relative to the design, construction, inspection, and remedial work of the Town of Oyster Bay Garage, located at Hicksville, New York.

Legal costs have now exceeded the previously authorized sum. There is one outstanding invoice in the amount of \$615.00, and it is anticipated that a total additional sum of \$15,000.00 is necessary.

It is, therefore, recommended and requested that the Town Board authorize additional legal fees and disbursements in the amount not to exceed \$15,000.00 for Kushnick Pallaci, PLLC with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

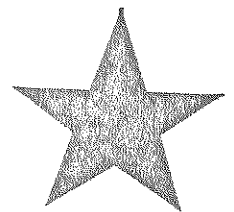
JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment
2017-6023

cc: Town Attorney (with 7 copies)



Reviewed By
Office of Town Attorney
Matthew M. Rozea

WHEREAS, Quinn, Emanuel, Urquhart and Sullivan, LLP, by Resolution No. 517-2015, adopted September 1, 2015, was retained as special counsel to represent the Town of Oyster Bay and protect its interest in connection with various matters; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated April 26, 2018, have requested an authorization to pay Quinn, Emanuel, Urquhart and Sullivan, LLP, the amount of \$219,090.88, including expenses and disbursements; and

WHEREAS, funds are available in Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the authorization of payment to Quinn, Emanuel, Urquhart and Sullivan, LLP, of the amount of \$219,090.88, for legal fees, costs and disbursements as outside counsel, which sum is to be paid at the predetermined rate; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to pay said outside counsel for legal fees, costs and disbursements rendered, upon the submission of a duly certified claim, after approval by the Town Attorney, and after audit, with funds available in Account No. OTA A 1420 44110 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

12

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : April 26, 2018
SUBJECT: Outside Counsel to the Town of Oyster Bay
Quinn, Emanuel, Urquhart & Sullivan, LLP

By Resolution No. 517-2015, adopted on September 1, 2015, the law firm of Quinn, Emanuel, Urquhart & Sullivan, LLP was retained to represent and provide legal services to the Town of Oyster Bay in connection with various matters.

Legal costs have now exceeded the previously authorized sum, and an additional sum of \$219,090.88 is necessary. In keeping with a previously negotiated arrangement, the firm has applied a 5 percent discount to its legal fees for its February and March, 2018 invoices.

It is recommended that the Town Board authorize the additional legal fees and disbursements for Quinn, Emanuel, Urquhart & Sullivan, LLP with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

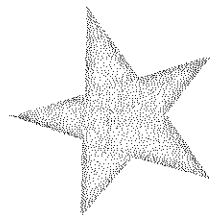
JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment
2015-5129

cc: Town Attorney (with 7 copies)



7/12
Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Linda Tuminello, Deputy Village Clerk, Incorporated Village of Massapequa Park, 151 Front Street, Massapequa Park, New York 11762, by letter dated January 18, 2018, has requested the use of one (1) roll off container, from Friday, June 22, 2018 through Monday, June 25, 2018, for the Village's Breakfast in the Park event; and

WHEREAS, Richard W. Lenz, Commissioner, Department of Public Works/Highways, by memorandum dated April 30, 2018, has advised that the Department of Highways has no objection to providing one (1) roll off container to the Incorporated Village of Massapequa Park, for its Breakfast in the Park event, without charge, as the event is not a profit-making or fundraising event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Highways is hereby authorized to provide one (1) roll off container to the Incorporated Village of Massapequa Park for its Breakfast in the Park event from Friday, June 22, 2018 through Monday, June 25, 2018, subject to the following conditions:

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

15

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

April 30, 2018

TO: Memorandum Docket

FROM: Richard W. Lenz, P.E., and Commissioner of Public Works/Highway


SUBJECT: Request: ONE ROLL OFF CONTAINER
Incorporated Village of Massapequa Park
151 Front Street
Massapequa Park, New York, 11762

Attached please find a copy of a letter received in this office from Linda Tuminello requesting one roll off container for their Breakfast in the Park event. The container will be placed at 1000 Lakeshore Drive, Massapequa Park New York 11762 on Friday, June, 22, 2018 and will be collected on Monday, June 25, 2018.

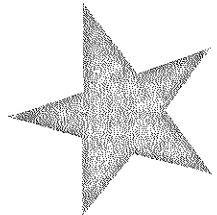
An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay and have requested the use of a Town roll off container in connection with a profit-making or fundraising event, shall be charged two hundred fifty dollars (\$250.00) for each container load dumped."

It is our opinion that the Breakfast in the Park event does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge.

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by Incorporated Village of Massapequa Park from Friday, June 22, 2018 through Monday, June 25, 2018.


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

RWL:jb
Attachments
cc: Joseph Nocella, Town Attorney (7 copies)
Steven Ballas, Comptroller





Incorporated Village

of Massapequa Park

VILLAGE HALL, 151 FRONT STREET, MASSAPEQUA PARK, NEW YORK 11762-2794

WEBSITE: www.masspk.com

MAYOR

JEFFREY P. PRAVATO

DEPUTY MAYOR

TERESA SPINOSA

TRUSTEES

RICHARD BEGANDY

DANIEL PEARL

TINA SCHIAFFINO

CLERK/ADMINISTRATOR

PEGGY CALTABIANO

TREASURER

CHRISTOPHER R. BRIGGS

VILLAGE ATTORNEY

KEVIN M. WALSH

SUPT. OF PUBLIC WORKS

ROBERT MACRI

January 18, 2018

Mr. John T. Collins
Division Head, Division of Sanitation
Town of Oyster Bay DPW
150 Miller Place
Syosset, NY 11791

Dear John:

Enclosed is the Town of Oyster Bay Roll Off Container application and Hold Harmless Agreement requesting the use of the container for the Village of Massapequa Park's Breakfast in the Park event for delivery on Friday, June 22, 2018 and pick up on Monday, June 25, 2018.

By copy of this letter, I am asking our insurance carrier to send you our Certificate of Liability Insurance and Additional Insured Endorsement for this event.

If you require any additional information, please let me know.

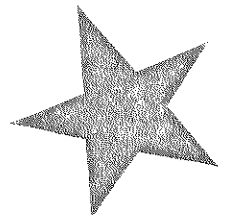
Very truly yours,

A handwritten signature in cursive script, appearing to read "Linda Tuminello".

Linda Tuminello
Deputy Village Clerk

Enclosures

cc: Eileen Walsh, TOB
Nicole Morton, Salerno



(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: Ino. Village of Massapequa Park

Billing Address: Village Hall 151 Front St.
Massapequa Park, NY 11762

Phone Number (Days): 516/798-0244

Number of Containers Requested: 1

Address Where Container(s) Would Be Placed: END OF FRONT STREET
BRADY PARK, 1000 LAKESHORE DRIVE, MASSAPEQUA PARK

Dates Container(s) Needed: From FRIDAY, 6/22/18 To Monday, 6/25/18

Describe The Event For Which Container(s) Is/Are Requested: BREAKFAST IN THE PARK

Will The Event For Which The Container(s) Is/Are Requested Involve Fundraising Or Is It Intended To Be Profit-Making? NO

I understand that this application is subject to the approval of the Town Board of the Town of Oyster Bay and that as a condition for such approval, a charge of \$ 250.00 for each container load dumped may be assessed for which I agree to assume responsibility.

Signature: [Signature] Date: 1/18/18

Title: Deputy Village Clerk

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: ✓ \$ 250 Charge Applies: YES _____ NO ✓

To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791	CONTACT NAME Nicole Morion PHONE (516) 384-4044 FAX (516) 384-5891 E-MAIL n.morion@salerbro.com INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: Merchants Mutual Insurance INSURER D: PERMA (Public Employees Risk) INSURER E: INSURER F:
INSURED Inc. Village of Massapequa Park 151 Front Street Massapequa Park NY 11762	INSURANCE # 25823 25858 12258

COVERAGES: CERTIFICATE NUMBER: 18-19 Liability 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.

INSURANCE LINE	TYPE OF INSURANCE	AGENCY/INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	R/O ZLP 81M80712	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		R/O 810 4J789177	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		R/O CUP0000820	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY DAMAGE/EXCESSIVE? (Indemnity to be paid) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	R/O WC0000063-22	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured for general liability, as respects Village use of (1) Town Roll Off Container for Breakfast in the Park. Dates of Usage: Friday, 8/22/16 to Monday, 8/25/16. Location: Brady Park, Front Street, Massapequa Park. Additional Insured Endorsement attached.

CERTIFICATE HOLDER

Town of Oyster Bay 54 Audrey Ave Oyster Bay NY 11771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nicole L. Morion
--	---

ACORD 25 (201603)

The ACORD name and logo are registered marks of ACORD

Reviewed By
Office of Town Attorney

POLICY NUMBER: ZLP-91M80712-18-PB

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 4/18/18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

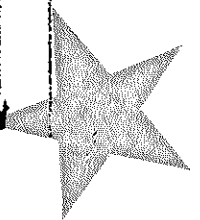
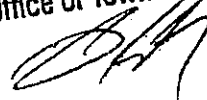
Town of Oyster Bay, Additional Insured
54 Audrey Ave, Oyster Bay, NY 11771

As respects Village use of (1) Town Roll Off Container for Breakfast in the Park.
Dates of Usage: Friday, 6/22/18 to Monday, 6/25/18

Section II - Who is As 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", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

Reviewed By
Office of Town Attorney



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

This Agreement is made this 15th day of JANUARY 2018 by INC. VILLAGE OF MASSAPEQUA PARK (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as

ROLLOFF CONTAINER

for the event described as BREAKFAST IN THE PARK

The property/equipment is needed from FRIDAY, 6/22/18 to Monday, 6/25/18

The event for which the property and/or equipment is requested () is (xx) is not a profit making event.

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

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

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

Name of Organization

INC. VILLAGE OF MASSAPEQUA PARK

Address of Organization

151 FRONT STREET

MASSABEQUA PARK, NY 11762

By:

Authorized Representative

Title: VILLAGE ADMINISTRATOR

Telephone Number: 516/798-0244

ATTORNEY GENERAL

Reviewed By
Office of Town Attorney

[Handwritten signature]

Meeting of May 22, 2018

Resolution No. 347-2018

WHEREAS, Linda Tuminello, Deputy Village Clerk, Incorporated Village of Massapequa Park, New York 11762, by letter dated January 18, 2018, has requested the use of one (1) roll-off container for the Village of Massapequa Park's Fireworks event from Monday, July 2, 2018 through Friday, July 6, 2018; and

WHEREAS, Richard W. Lenz, Commissioner, Department of Public Works/Highways, by memorandum dated April 30, 2018, has advised that the Department of Highways has no objection to providing the Incorporated Village of Massapequa Park one (1) roll-off container, without charge, as the fireworks event is not a profit-making or fundraising event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Highways, is hereby authorized to provide one (1) roll-off container to the Incorporated Village of Massapequa Park, from Monday, July 2, 2018 through Friday, July 6, 2018, without charge, subject to the following conditions:


1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Public Works/Highway;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforesaid activity; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, with a commercial liability amount of \$1,000,000 per occurrence and a \$3,000,000 general aggregate per year, and naming the Town as an additional insured, in connection with the aforesaid activity.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

7/18
Reviewed By
Office of Town Attorney


16

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

April 30, 2018

TO: Memorandum Docket

FROM: Richard W. Lenz, P.E., and Commissioner of Public Works/Highway

SUBJECT: Request: ONE ROLL OFF CONTAINER
Incorporated Village of Massapequa Park
151 Front Street
Massapequa Park, New York, 11762

Attached please find a copy of a letter received in this office from Linda Tuminello requesting one roll off container for their fireworks event. The container will be placed at 1000 Lakeshore Drive, Massapequa Park New York 11762 on Monday, July 2, 2018 and will be collected on Friday, July 6, 2018.

An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay and have requested the use of a Town roll off container in connection with a profit-making or fundraising event, shall be charged two hundred fifty dollars (\$250.00) for each container load dumped."

It is our opinion that the fireworks event does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge.

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by Incorporated Village of Massapequa Park from Monday, July 2, 2018 through Friday, July 6, 2018.

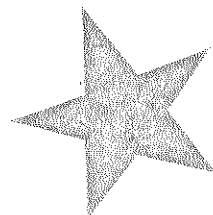


Richard W. Lenz, P.E., Commissioner
Department of Public Works/Highway

RWL:jb

Attachments

cc: Joseph Nocella, Town Attorney (7 copies)
Steven Ballas, Comptroller





Incorporated Village

of Massapequa Park

VILLAGE HALL, 151 FRONT STREET, MASSAPEQUA PARK, NEW YORK 11762-2794

WEBSITE: www.masspk.com

MAYOR

JEFFREY P. PRAVATO

DEPUTY MAYOR

TERESA SPINOSA

TRUSTEES

RICHARD BEGANDY

DANIEL PEARL

TINA SCHIAFFINO

CLERK/ADMINISTRATOR

PEGGY CALTABIANO

TREASURER

CHRISTOPHER R. BRIGGS

VILLAGE ATTORNEY

KEVIN M. WALSH

SUPT. OF PUBLIC WORKS

ROBERT MACRI

January 18, 2018

Mr. John T. Collins
Division Head, Division of Sanitation
Town of Oyster Bay DPW
150 Miller Place
Syosset, NY 11791

Dear John:

Enclosed is the Town of Oyster Bay Roll Off Container application and Hold Harmless Agreement requesting the use of the container for the Village of Massapequa Park's Fireworks event for delivery on Monday, July 2, 2018 and pick up on Friday, July 6, 2018.

By copy of this letter, I am asking our insurance carrier to send you our Certificate of Liability Insurance and Additional Insured Endorsement for this event.

If you require any additional information, please let me know.

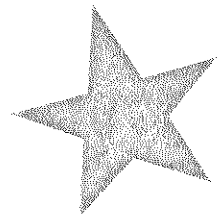
Very truly yours,

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

Linda Tuminello
Deputy Village Clerk

Enclosures

cc: Eileen Walsh, TOB
Nicole Morton, Salerno



(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: Inc. Village of Massapequa Park

Billing Address: Village Hall 151 Front St.
Massapequa Park, NY 11762

Phone Number (Days): 516/798-0244

Number of Containers Requested: 1

Address Where Container(s) Would Be Placed: END OF FRONT STREET- BRADY PARK
1000 LAKESHORE DRIVE, MASSAPEQUA PARK

Dates Container(s) Needed: From Monday 7/2/18 To FRIDAY 7/6/18

Describe The Event For Which Container(s) Is/Are Requested: FIREWORKS

Will The Event For Which The Container(s) Is/Are Requested Involve Fundraising Or Is It Intended To Be Profit-Making? NO

I understand that this application is subject to the approval of the Town Board of the Town of Oyster Bay and that as a condition for such approval, a charge of \$ 250.00 for each container load dumped may be assessed for which I agree to assume responsibility.

Signature: [Signature] Date: 1/18/2018

Title: Deputy Village Clerk

Signature: _____ Date Received: _____

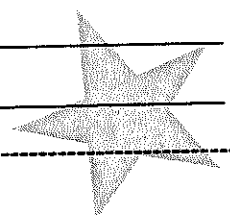
Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:
Approved By Resolution No.: 16 \$ 250 Charge Applies: YES _____ NO ✓

To Be Completed By Scale House:
Disposal Authorization Ticket No.: _____
Load Ticket No.: _____
Date: _____
Signature: _____

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2018

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 this policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791	CONTACT NAME Nicole Morton PHONE (516) 364-4044 FAX (516) 364-5801 ADDRESS	INSURERS AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: Merchants Mutual Insurance INSURER D: PERMA (Public Employees Risk) INSURER E: INSURER F:	NAIC # 25623 25658 12250
INSURED Inc. Village of Massapequa Park 151 Front Street Massapequa Park NY 11762			

COVERAGES CERTIFICATE NUMBER: 18-19 Liability

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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:	Y	R/O ZLP 91M80712	05/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (if endorsed) \$ 1,000,000 MED EXP (Any rate period) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/PROP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		R/O 810 4J780177	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (if endorsed) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE		R/O CUP0000820	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	OWNERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	R/O WC0000063-22	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OIL EL EACH ACCIDENT \$ EL DISEASE - SA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured for general liability, as respects Village use of (1) Town Roll Off Container for the Fireworks Event on July 4, 2018. Dates of Usage: 7/02/2018 to 7/06/18. Container Location: Brady Park, Front Street, Massapequa Park. Additional Insured Endorsement attached.

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay 54 Audrey Ave Oyster Bay NY 11771	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 <i>Nicole L. Morton</i>
---	--

ACORD 25 (2/16/03)

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Reviewed By
Office of Town Attorney

POLICY NUMBER: ZLP-91M80712-18-PB

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 4/18/18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Town of Oyster Bay, Additional Insured
54 Audrey Ave, Oyster Bay, NY 11771

As respects Village use of (1) Town Roll Off Container for the Fireworks Event on
July 4, 2018. Dates of Usage: 7/02/2018 to 7/06/18

Section 8 - 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", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

Reviewed By
Office of Town Attorney

BM

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

This Agreement is made this 18th day of JANUARY 2018 by INC. VILLAGE OF MASSAPEQUA PARK
(hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment
located at and/or described as _____

Roll off Container:

for the event described as FIREWORKS

The property/equipment is needed from Monday 7/2/18 to FRIDAY 7/6/18

The event for which the property and/or equipment is requested ☐ is ☒ is not a profit making event.

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

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

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

Name of Organization

INC. VILLAGE OF MASSAPEQUA PARK

Address of Organization

151 FRONT STREET

MASSAPEQUA PARK, NY 11762


By:

Authorized Representative

Title: Village Administrator

Telephone Number: 516/798-0244

Reviewed By
Office of Town Attorney



Meeting of May 22, 2018

Resolution No. 348-2018

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated April 26, 2018, requested Town Board authorization for the Town of Oyster Bay Animal Shelter to accept a donation of \$300.00 donated by Ana Kimel; which gift would benefit the Town by providing funds needed to purchase equipment and supplies for the Animal Shelter,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Environmental Resources to accept the above stated donation, and that said donation be deposited in Account No. DER A 3510 41600 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney

18
TOWN OF OYSTER BAY
Inter-Departmental Memo

April 26, 2018

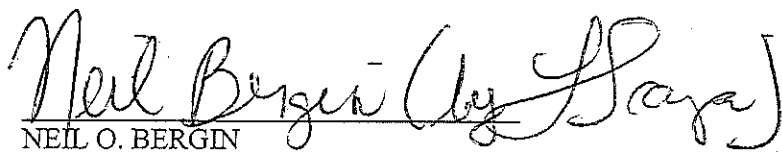
TO: The Memorandum Docket
FROM: Neil O. Bergin, Commissioner of Environmental Resources
SUBJECT: **ACCEPTANCE OF GIFTS TO THE ANIMAL SHELTER:**
Donations to the Animal Shelter

The Department of Environmental Resources requests the Town Board approval to accept the following donations presented to the Animal Shelter:

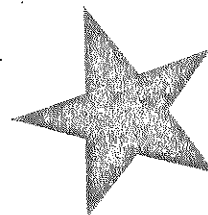
\$300.00 donated by Ana J. Kimel

These gifts would benefit the Town by adding to the funds needed to purchase equipment and supplies for the shelter.

We respectfully request that the Town approve these donations, and that they be deposited in account DER A 3510 41600 000 0000.


NEIL O. BERGIN
Commissioner of Environmental Resources

NOB/bp
Attachment
Copy: Town Attorney - w/ 7 copies
Steven Ballas, Comptroller



55-233
212 464

1583

ANA J. KIMEL
273 E. GLEN AVE.
RIDGEWOOD, NJ 07450

DATE 3/24/18

PAY TO THE
ORDER OF

Town of Oyster Bay Animal Shelter \$ 150⁰⁰/₁₀₀

One hundred fifty dollars even

DOLLARS



Security Features
Included.
Details on Back.

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

Donation

[Signature]

MP

55-233
212 464

1584

ANA J. KIMEL
273 E. GLEN AVE.
RIDGEWOOD, NJ 07450

DATE 3/27/18

PAY TO THE
ORDER OF

Town of Oyster Bay Animal Shelter \$ 150⁰⁰/₁₀₀

One hundred fifty dollars even

DOLLARS



Security Features
Included.
Details on Back.

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

Donation (for Sniff take)

[Signature]

MP

Meeting of May 22, 2018

Resolution No. 349-2018

WHEREAS, Tonia Torrellas has offered to donate a plaque to be placed on an existing bench at Harry Tappen Beach and Marina, in memory of her husband, Mike Torrellas; and

WHEREAS, the value of the plaque is estimated to be \$350.00; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 26, 2018, has recommended that the Town accept said donation;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of a plaque from Tonia Torrellas to be placed on an existing bench at Harry Tappen Beach and Marina, in memory of her husband, Mike Torrellas.

-#-

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Meeting of May 22, 2018

Resolution No. 349-2018

WHEREAS, Tonia Torrellas has offered to donate a plaque to be placed on an existing bench at Harry Tappen Beach and Marina, in memory of her husband, Mike Torrellas; and

WHEREAS, the value of the plaque is estimated to be \$350.00; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 26, 2018, has recommended that the Town accept said donation;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of a plaque from Tonia Torrellas to be placed on an existing bench at Harry Tappen Beach and Marina, in memory of her husband, Mike Torrellas.

-#-

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

5

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS
SUBJECT: MEMORIAL PLAQUE
DATE: APRIL 26, 2018

The Department of Parks has received a request from Tonia Torrellas (letter attached) requesting to donate a plaque to be placed on an existing bench located in Harry Tappen Beach and Marina in memory of her husband Mike Torrellas.

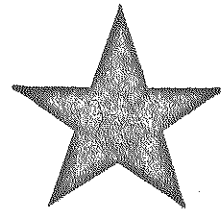
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

The plaque will be purchased by Tonia Torrellas and donated to the Parks Department. The value of the plaque is estimated to be \$350.00. Town Board approval is requested on behalf of Tonia Torrellas.



JOSEPH G. PINTO
COMMISSIONER OF PARKS

JGP/dl
C: TOWN ATTORNEY (original +7 copies)
ATTACHMENT



April 24th, 2018



To The Commissioner of Park (or designee)

For The Town of Oyster Bay, New York,

I am writing to formally request a Memorial Bench dedication at Tappen Beach Glenwood Landing. The dedication will be in honor of my late husband Mike Torrellas and our love that "took root" when we lived near there; as we were beginning our married life together on/ and around March 25th, 1988. Since his passing I have found myself drawn to returning to there and the single bench under a majestic tree.

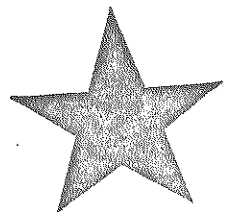
We ultimately resided in Hicksville where he was born and raised; adjacent to Plainview where I myself was born and raised. The current bench does not appear to be in need of replacement. Therefore, I would like to do the dedication plaque and if approved, would love to have it in time for Father's Day 2018.

My late husband Mike Torrellas, was an incredible man and we are humbled by the lives he touched while he was here and the honor's around our community from you at the Town of Oyster Bay to the school District of Hicksville and many others. However, this plaque will be a testament of our incredible *Love Story* and I hope it will inspire lovers of all ages when they see it. In addition, it is for my children (& one day I hope theirs...) to remember always the deep and abiding Love they came from...

Thank you in advance for your consideration...

Tonia Torrellas

19 Edward Ave Hicksville Ny



Meeting of May 22, 2018

Resolution No. 350-2018

WHEREAS, the Oyster Bay Lions Club has received Town Board approval to renovate the existing overlook at the northern portion of Beekman Beach by Resolution No. 663-2017, adopted on October 17, 2017, and has now requested Town Board approval to accept the donation of this project, upon which work is scheduled to commence in June 2018; and

WHEREAS, the total donation by the Oyster Bay Lions Club to renovate Beekman Beach is valued at \$49,500.00; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 3, 2018, has recommended that the Town accept said donations,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted, and the Town hereby accepts the donation from the Oyster Bay Lions Club.

-#-

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

10

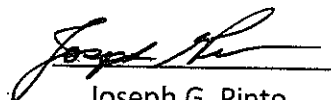
Town of Oyster Bay

Inter- Departmental Memorandum

TO: Memorandum Docket
From: Joseph G. Pinto, Commissioner of Parks
Date: May 3, 2018
Subject: Beekman Beach Overlook Project

On October 17th, 2017 the Town Board gave conceptual approval for the Oyster Bay Lions Club to renovate the existing overlook at the northern portion of Beekman Beach. The proposed project substantially renovated the existing overlook with new benches, a new walkway, Patio area, landscaping and a new flag pole. The resolution number for this approval is 663-2017.

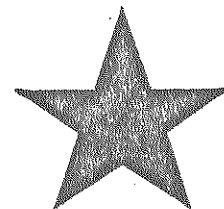
The Oyster Bay Lions club has notified the Town of Oyster Bay Parks Department of their intention to begin work on this project in June of 2018. The Parks Department respectfully requests Town Board approval to accept the donation of this project, which has an estimated value of 49,500.00 (see attached from Oyster Bay Lions Club).


Joseph G. Pinto
Commissioner

JGP/lb

Attachments

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





Dear Rob.

Re: Beekman Beach Renovation "Lions Vision"

As requested, a summary cost breakdown for the project.

Lion Vision at Beekman Beach Renovation Cost Summary		\$/Cost
Brick & Engravings		\$ 3,000.00
Bricks & Installation over existing concrete platform (4 x 8) & (8 x 8)		\$15,500.00
Bluestone border and Installation		\$ 4,500.00
Reinforce existing exterior platform with natural stone		\$12,500.00
Flag pole cost & Installation		\$ 3,000.00
Cost & Install 6-benches with bronze plaques		\$ 7,200.00
Cost & Installation of contributor plaques		\$ 1,800.00
Sand blast and paint existing metal railing with similar silver color		\$ 800.00
Exterior lighting		\$ 1,200.00
Total Projected		\$49,500.00

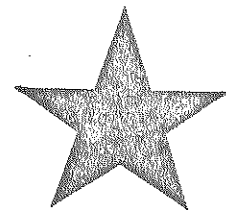
The overlook walkway and platform will be fence enclosed during construction. We plan on having a ribbon cutting event honoring all donors and Town representatives.

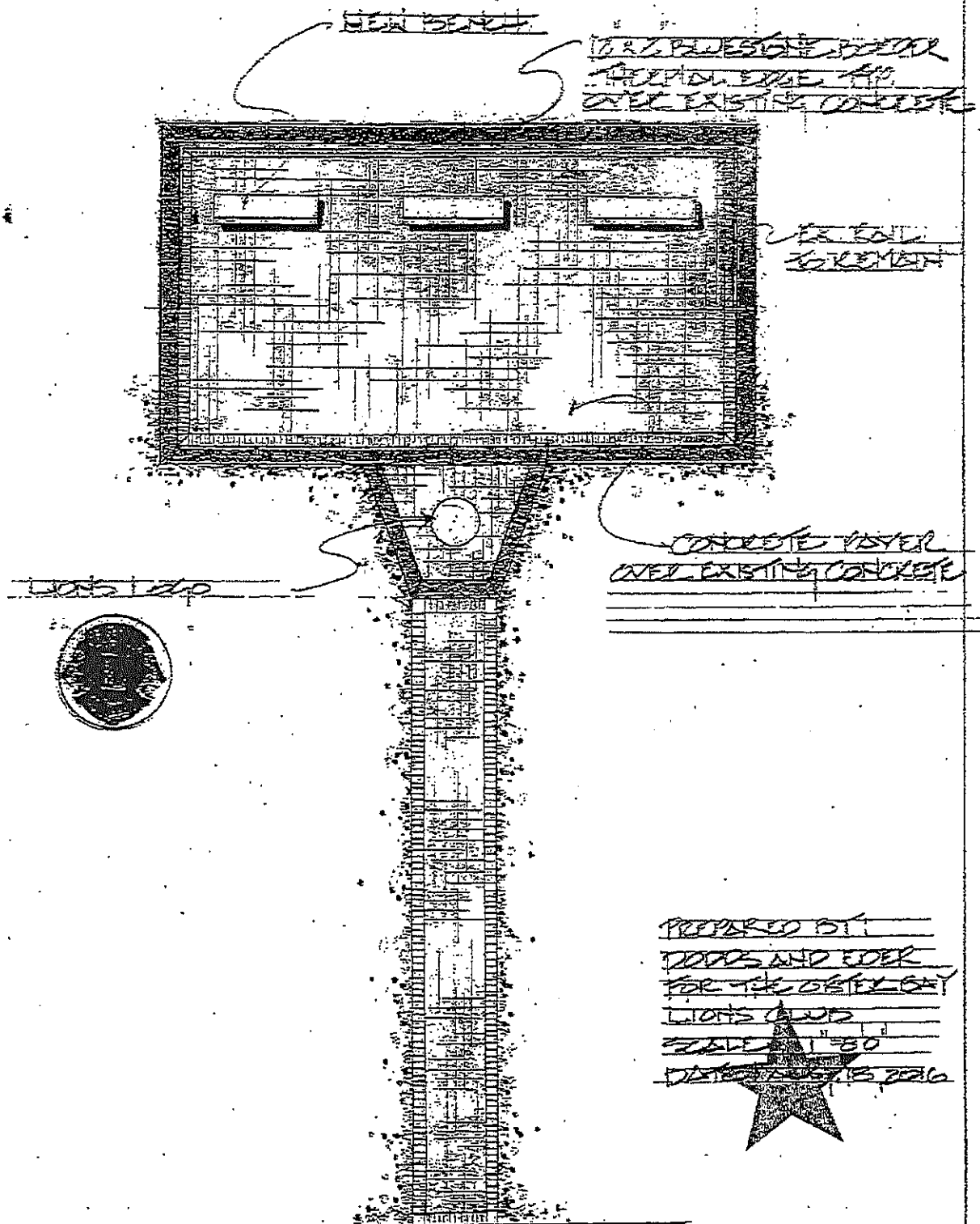
Thank you,

Lion Ron Paradiso

917-691-9966

Oyster Bay Loins Club





SEA BEACH

CONCRETE OVER
EXISTING CONCRETE

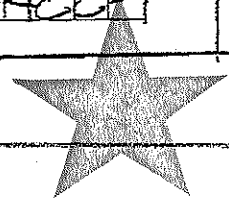
VER. WALL
TO REMAIN

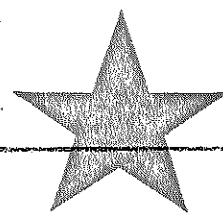
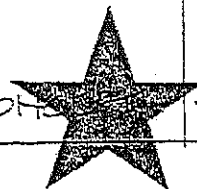
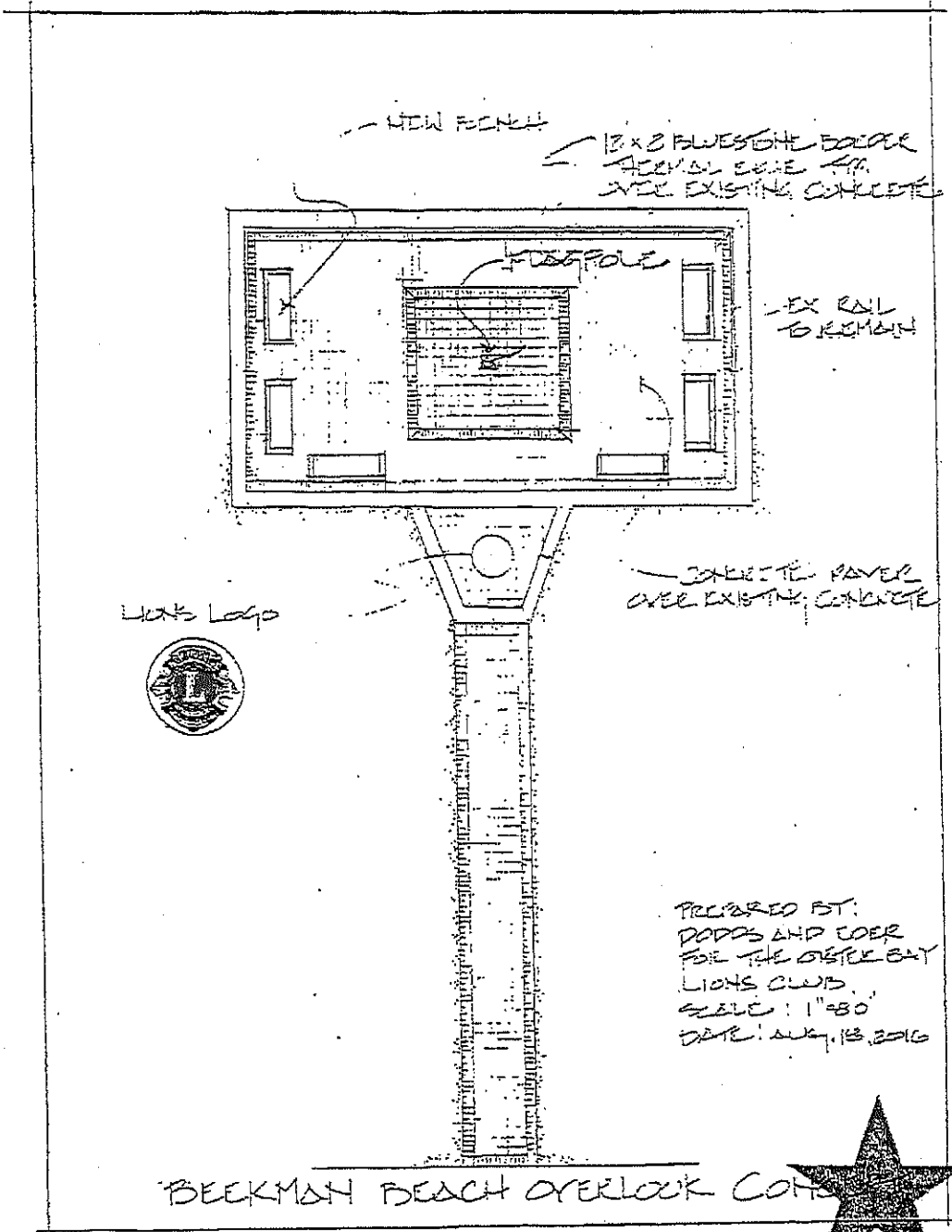
LIONS LAZ

CONCRETE OVER
EXISTING CONCRETE

PREPARED BY
DOODS AND EDER
FOR THE OFFICE OF
LIONS CLUB
SCALE 1"=20'
DATE 12/15/2016

BEACHMAN BEACH OVERLOOK CONCEPT





Cynthia Ade

From: George Baptista
Sent: Thursday, September 28, 2017 12:58 PM
To: Cynthia Ade
Subject: FW: Beekman Beach

From: [REDACTED]
Sent: Wednesday, October 05, 2016 11:34 AM
To: Frank A. Nocerino; George Baptista
Cc: rrappraisal@gmail.com
Subject: Beekman Beach

This message has been archived. View the original item

Dear Commissioner Nocerino and Deputy Commissioner Baptista:

As discussed briefly at a recent meeting with Deputy Commissioner Baptista, the Oyster Bay Lions Club has asked that I communicate with you regarding their desire for Town approval in connection with a VERY positive and welcome improvement to the Beekman Beach area of Theodore Roosevelt Park here in Oyster Bay. As you know, the Lions Club is a tremendously generous, thoughtful, and community minded organization, with equally generous, thoughtful, and community minded members. The local Oyster Bay Club and its members are precisely every bit of all that. Member Ron Paradiso is copied here, as Ron is the point person on this project for the Club. Should you wish to speak directly with Ron, he can be reached at [REDACTED]

Kindly review the below and attached for purposes of the Club's desire to make improvement to the existing sitting area at Beekman Beach. Specifically, please note the following:

Exhibit A

Attachments:

Scans.pdf

(1.6 MB)

9

663

Town of Oyster Bay

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks


DATE: September 27, 2017

SUBJECT: Beekman Beach Overlook Project 2017 - Donation

The Oyster Bay Lions Club has proposed the renovation of an existing overlook at the northern portion of Beekman Beach. The proposed project (diagram attached) would substantially renovate the existing overlook with new benches, a new walkway and patio area, landscaping, and a newly installed flag pole. The Lions Club will fully fund the project and be responsible for all aspects of construction. The Club will work with the Town of Oyster Bay, Department of Public Works, to ensure that the project meets town design and construction criteria.

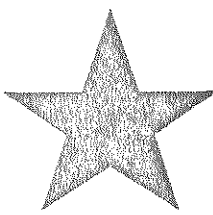

A review of the deed granting the land to the Town of Oyster Bay indicates that the construction of the overlook does not violate the restrictive covenants noted in the deed. The Parks Department has reviewed the project and believes it will enhance the park and be beneficial to the residents of the Town of Oyster Bay.

The Parks Department respectfully requests the Town Board grant conditional conceptual approval for the "Overlook Project" at Gerard Beekman Memorial Park which will allow the Oyster Bay Lions Club to proceed in its fundraising and planning for this renovation. Upon completion, the "Overlook" and all of its appurtenances shall be donated to the Town of Oyster Bay.



Joseph G. Pinto
Commissioner

JGP:GB
Attachments
cc: Town Attorney (original with 7 copies)



063

DRAFT

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 27, 2017, has advised the Town Board that the Oyster Bay Lions Club at Gerard Beekman Memorial Park has proposed the renovation of an existing overlook at the northern portion of Beekman Beach; and

WHEREAS, the proposed project would substantially renovate the existing overlook with new benches; a new walkway and patio area, landscaping, and a newly installed flagpole; and

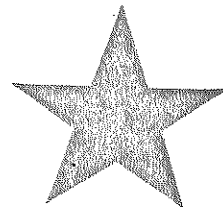
WHEREAS, the construction of the overlook is not violative of the restrictive covenants in the deed granting this land to the Town of Oyster Bay; and

WHEREAS, Commissioner Pinto advised the Town Board that the Parks Department reviewed the project and believes that it will enhance the park and be beneficial to the residents of the Town of Oyster Bay; and

WHEREAS, Commissioner Pinto recommended that the Town Board grant conditional conceptual approval for the "Overlook Project" at Gerard Beekman Memorial Park, which will allow the Oyster Bay Lions Club to proceed in its fundraising for this renovation. Upon completion, the "Overlook" and all its appurtenances shall be donated by the Oyster Bay Lions Club to the Town of Oyster Bay;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and conditional conceptual approval is hereby granted for the "Overlook Project" at Gerard Beekman Memorial Park.

-#-



Reviewed By
Office of Town Attorney

WHEREAS, pursuant to Town Board Resolution No. 64-2018, adopted February 6, 2018, and public notice, proposals were duly and regularly sought for the delivery of Employability, Career and Computer Workshops to eligible adults and dislocated workers under the Workforce Innovation and Opportunity Act (WIOA) for the period July 1, 2018 through June 30, 2021; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated May 2, 2018, requested Town Board authorization for the Supervisor and/or his designated appointee to enter into Employability, Career and Computer Workshop Agreements with eligible training providers for the purpose of providing employability, career and computer workshops (and one-on-one services) and services provided by licensed social workers for job seekers under the Workforce Innovation and Opportunity Act (WIOA) for the period of January 1, 2018 through June 30, 2021, each with two (2) additional one (1) year extension options dependent on performance and WIOA funding; and

WHEREAS, Commissioner Sammartano, by the aforementioned memorandum, has advised that the Department of Intergovernmental Affairs received a total of eleven (11) responses, which were evaluated according to the criteria set forth in the Town's Procurement Policy and in accordance with review criteria established by the Town and Workforce Innovation and Opportunity Act. The review was conducted by staff and by the full Workforce Development Board. A total of eight (8) proposals were found to be acceptable for funding in at least one subject area as listed herein, and contracted services will be provided on an hourly fee basis for employability workshops (and one-on-one services), computer training, stress management workshops and services provided by licensed social workers. The Workforce Development Board established a recommended ceiling for hourly rates in each category; in each case the contracted amount will be the lower of the ceiling rate and the rate proposed; and

WHEREAS, Commissioner Sammartano, by the aforementioned memorandum has recommended acceptance of the following proposals:

	Subject Matter Areas		
	Employability & One-on-One Services	Computer	Social media
Career Transition Associates	\$70 per hour	N/A	N/A
Cunningham Group	\$65 per hour	N/A	N/A
DJ Consulting	N/A	\$65 per hour	N/A
Nassau BOCES	Not to exceed \$90 per hour	\$60 per hour	\$60 per hour
Philip N. Fea	\$50 per hour	N/A	N/A
The Road Ahead Coaching	\$65 per hour	N/A	N/A
Long Beach Public Schools,	Not to exceed \$100 per	\$50 per hour	\$70 per hour

Adult Learning Center	hour		
KSRyan Group	N/A	N/A	\$95 per hour

WHEREAS, this is an eligible expense under the federal Town and Workforce Innovation and Opportunity Act and is at no cost to the Town of Oyster Bay. Funds for this purpose are available in Account IGA CD 6293 48080 000 CW 18,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is approved and accepted, and the Supervisor and/or his designated appointee is hereby authorized to enter into Employability, Career and Computer Workshop Agreements with the eligible training providers listed herein for the purpose of providing employability workshops (and one-on-one services), computer training, stress management workshops and services provided by licensed social workers under the Workforce Innovation and Opportunity Act for the period of January 1, 2018 through June 30, 2021, each with two (2) additional one (1) year extension options dependent on performance and WIOA funding.

-#-

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

15

TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

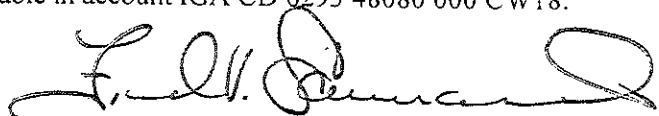
DATE: MAY 2, 2018

SUBJECT WORKFORCE INNOVATION AND OPPORTUNITY ACT PROFESSIONAL SERVICES
CONTRACTS

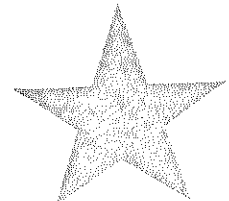
Town Board Resolution No. 64-2018, dated February 6, 2018 authorized publication of a legal notice in Newsday in connection with a Request for Proposals for Professional Services, for the period July 1, 2018 through June 30, 2021. Proposers were required to apply separately for services under three (3) different subject matter areas. A total of eleven (11) proposals were received in response to the Request for Proposals. Proposals were rated in accordance with review criteria established by Town and Workforce Innovation and Opportunity guidelines. The review was conducted by staff and members of the Workforce Development Board (WDB) review committee, and subsequently by the full WDB. A total of eight (8) proposals were found to be acceptable for funding in at least one subject matter area, as listed below. Contracted services will be provided on a fee per hour basis, and will include employability workshops (and one-on-one services), computer training, social media workshops, stress management workshops, and services provided by licensed social workers. The WDB established a recommended ceiling for hourly rates in each category. In each case the contracted amount will be the lower of the ceiling rate or the rate requested.

SUBJECT MATTER AREAS			
	1. Employability & One-on-One Services	2. Computer	3. Social Media
1. Career Transition Associates	\$70 per hour	N/A	N/A
2. Cunningham Group	\$65 Per hour	N/A	N/A
3. DJ Consulting	N/A	\$65 per hour	N/A
4. Nassau BOCES	Up to \$90 per hour	\$60 Per Hour	\$60 Per Hour
5. Philip N. Fea	\$50 per hour	N/A	N/A
6. The Road Ahead Coaching	\$65 per hour	N/A	N/A
7. Long Beach Public Schools, Adult Learning Center	Up to \$100 per hour	\$50 Per hour	\$70 Per hour
8. KSRyan Group	N/A	N/A	\$95 per hour

Contracts will be effective July 1, 2018 through June 30, 2021, and may be extended on a year-to-year basis for a maximum of two additional years dependent on performance and Workforce Innovation and Opportunity Act funding. Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor and/or his designee to sign the subject contracts, to be negotiated and approved by the Office of the Town Attorney. Funds for this purpose are available in account IGA CD 6293 48080 000 CW18.


Frank V. Sammartano
Commissioner

FVS:LS
cc: Town Attorney and 7 copies
Attachment



WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 22, 2018, requested that the Town Board of the Town of Oyster Bay authorize and direct the Town Clerk to publish a Public Notice in a newspaper of general circulation no later than February 16, 2018, with regard to a Request for Proposals for the delivery of Employability, Career and Computer Workshops to eligible adults and dislocated workers under the Workforce Innovation and Opportunity Act (WIOA) for the period from July 1, 2018 through June 30, 2021, which is an eligible cost under WIOA and therefore, of no cost to the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the Town Clerk is hereby authorized and directed to publish a Public Notice of a Request for Proposals under the Workforce Innovation and Opportunity Act, for the above period and purpose, in a newspaper of general circulation no later than February 16, 2018, and same is hereby ratified and approved; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. IGA CD 6293 48240 000 CW17.

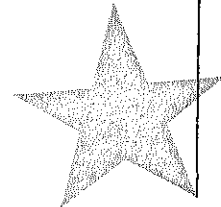
-#-

Reviewed By
Office of Town Attorney
[Signature]

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs



WHEREAS, pursuant to the Code of the Town of Oyster Bay, Chapter 241, "Waterways", Section 241-33, "Processing of Applications", the Town Board of the Town of Oyster Bay, by Resolution No. 187-2018, adopted on March 27, 2018, directed the Town Clerk to advertise notice of the application of DAWN SCHLICH, to erect, maintain, alter or improve a dock, pier, float, bulkhead or other mooring at 344 Riviera Drive South, Massapequa, New York 11758, known and designated as Section 65, Block 228, Lot 46, on the Nassau County Land and Tax Map, in compliance with Section 241-33; and

WHEREAS, pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review Law, the Town Environmental Quality Review Division ("Division") has reviewed the captioned site plan application; and

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated February 20, 2018, has advised that the Division has reviewed the relevant environmental factors affected by the uses proposed in the subject application, and has determined that said application warrants a Negative Declaration, thus having no significant impact on the environment, in accordance with the Environmental Conservation Law of the State of New York, and the applicable regulations thereof; and

WHEREAS, more than 28 days have elapsed since said Public Notice was given; and

WHEREAS, Carol Ann Strafford, Director of Legislative Affairs, by memorandum dated May 4, 2018, has requested a calendar date of May 22, 2018, for Town Board action, in connection with the aforementioned application,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby determine that the aforementioned dock application will not have a significant impact on the environment, that the proposed action in said application constitutes a Negative Declaration in accordance with the New York State Environmental Conservation Law and the applicable regulations thereof, and that the Town Board hereby adopts the Town of Oyster Bay Environmental Quality Review Division Report, dated February 28, 2018; and be it further

RESOLVED, That the application of DAWN SCHLICH, to erect, maintain, alter or improve a dock, float, pier, bulkhead or other mooring, at 344 Riviera Drive South, Massapequa, New York 11758, known and designated as Section 65, Block 228, Lot 46 on the Nassau County Land and Tax Map, is hereby APPROVED.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Environmental Resources

7/18
Reviewed By
Office of Town Attorney

16

T O W N O F O Y S T E R

I N T E R - D E P A R T M E N T A L M E M O

DATE: MAY 4, 2018

TO: MEMORANDUM DOCKET

FROM: CAROL ANN STRAFFORD, DIRECTOR
 LEGISLATIVE AFFAIRS

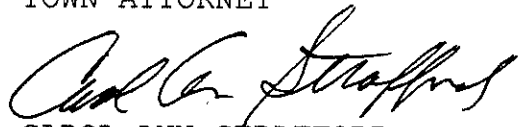
THRU: JOSEPH NOCELLA, TOWN ATTORNEY

SUBJECT: APPLICATION OF DAWN SCHLICH TO ERECT,
 MAINTAIN, IMPROVE, AND/OR REPAIR A DOCK,
 FLOAT, BULKHEAD OR OTHER MOORING,
 344 RIVIERA DRIVE, MASSAPEQUA, NY
 FILE # D-7-2017

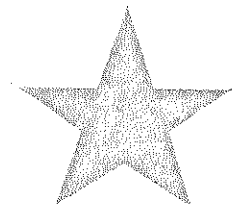
SECTION 65 BLOCK 228 LOTS 46

I hereby request that the Town Board set a calendar date to render a decision on the above referenced application for May 22, 2018 in compliance with the 30 day notification period to Town Board.

JOSEPH NOCELLA
TOWN ATTORNEY


CAROL ANN STRAFFORD
DIRECTOR-LEGISLATIVE AFFAIRS

JN:CAS:dr
Cc: TA +7



WHEREAS, James Altadonna, Jr., Town Clerk, by memorandum dated April 27, 2018, recommended that the Town Board authorize payment of a refund in the amount of \$100.00 to each of the following residents, as they were unaware of the availability of a senior parking permit at a reduced rate:

Ralph Gittleman, 7 Salem Ct. Syosset, New York
Marlene Krakauer, 15 Nautilus Ave. Plainview, New York
Elliot Krakauer, 15 Nautilus Ave. Plainview, New York
Jody Gutterman, 4 Newport Dr. Plainview, New York
Mark Gutterman, 4 Newport Dr. Plainview, New York

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to the above listed residents, in the total amount of \$500.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. HWY ST 0001 01721 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Town Clerk

Reviewed By
Office of Town Attorney

18

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

April 27, 2018

TO: MEMORANDUM DOCKET
FROM: HON. JAMES ALTADONNA JR., TOWN CLERK
SUBJECT: REFUND OF PARKING PERMIT FEE

Town Board authorization is requested to refund \$100.00 to the following residents:

Ralph Gittleman 7 Salem Ct. Syosset, New York.
Marlene Krakauer 15 Nautilus Ave. Plainview, New York
Elliot Krakauer 15 Nautilus Ave. Plainview New York
Jody Gutterman 4 Newport Dr. Plainview, New York
Mark Gutterman 4 Newport Dr. Plainview, New York

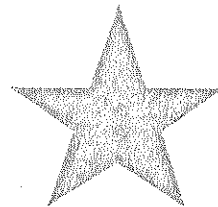
The above applicants were each issued a residential parking permit, as they were unaware of the availability of a senior permit at a reduced rate.

This refund is to be appropriated from Account No. HWY ST 0001 01721 000 0000.



HON. JAMES ALTADONNA JR.
TOWN CLERK

JA
cc: Town Attorney with 7 copies
Attachments



MARLENE & ELLIOT KRAKAUER
15 Nautilus Avenue
Plainview, New York, 11803
[REDACTED]

James Altadonna Jr. Town Clerk
Office of the Town Clerk
54 Audrey Avenue
Oyster Bay, NY 11771-1592

Dear Sir:

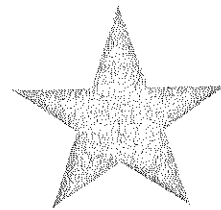
Re: License #DJF3711/2017

License #EVG/7676/2010

I am requesting a refund of \$\$200 for the parking payments sent on the above captioned cars. I am returning the cancelled checks and parking permits as you requested.

Should you need any further information, please contact me.

Thank you for your attention in this matter.



MARLENE KRAKAUER
 ELLIOT KRAKAUER
 ATF KRAKAUER LIVING TRUST
 15 NAUTILUS AVE.
 PLAINVIEW, NY 11803-6318

1-8
 210 221

2440

Date 4/1/18

Pay to the
 order of

James Altadonna, Jr. Town Clerk

\$ 100 ⁰⁰/_{xx}

One Hundred ⁰⁰/_{xx}

Dollars

Citibank[®]

Citigold[®]

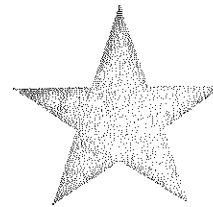
CITIBANK, N.A.

DF 3711/2017

Marlene Krakauer


2440

FOR DEPOSIT ONLY
 BANK OF AMERICA
 BRANCH OF THE BANK



PARKING PERMIT

2
0
8



03588

0 2 3
4 5 6
7 8 9
0 SP

EXPIRES
3/31/2020

PARKING PERMIT

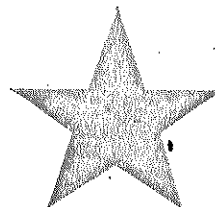
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01312

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7 8 9
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EXPIRES
3/31/2020



CHANGES ONLY

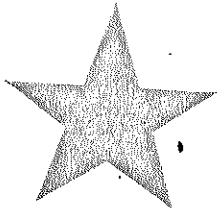
NAME MARLENE KRAKAUER
STREET 15 NAUTILUS AVE
CITY PLAINVIEW STATE NY ZIP 11803-6318
NYS LICENSE PLATE/YEAR EVG7676/2010
MAKE LEXUS BODY TYPE/COLOR SD/DK/BL
FEE 100.00 PERMIT TYPE R
PHONE NUMBER [REDACTED]

PLEASE SIGN REVERSE SIDE ON BOTTOM OF PAGE WHERE INDICATED

CHANGES ONLY

NAME ELLIOT KRAKAUER
STREET 15 NAUTILUS AVE
CITY PLAINVIEW STATE NY ZIP 11803
NYS LICENSE PLATE/YEAR DJF3711/2017
MAKE HONDA BODY TYPE/COLOR 4DSD/GY
FEE 100.00 PERMIT TYPE R
PHONE NUMBER [REDACTED]

PLEASE SIGN REVERSE SIDE ON BOTTOM OF PAGE WHERE INDICATED



4/25/18

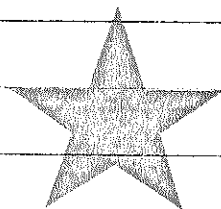
To Whom it May Concern:

Please refund the \$200 (2 \$100 checks)
I remitted for myself and my husband
for 2 Town of Oyster Bay Parking
permits.

We were not aware that we
qualify for the senior discount.
I have enclosed proof of cancelled
checks.

Thank you very much.

Jody + Mark Gutterman





Check

Front

MARK GUTTERMAN
JODY GUTTERMAN
4 NEWPORT DR.
PLAINVIEW, NY 11803-2504

1-2/210

1655

PAY TO THE ORDER OF

James Altadonna, Jr., Town Clerk

\$ 100.00

One hundred dollars

100/100

DOLLARS

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

Jody Gutterman

1655

Back

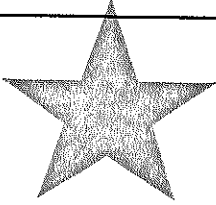
ENDORSE HERE
HSBC Bank USA, N.A.
For Deposit Only
Town of Oyster Bay-80001152

DO NOT WRITE STAMP OR SIGN OVER THIS LINE

11605

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Post date	Check #	Check amount
Apr 12, 2018	1655	\$100.00



CHANGES ONLY

NAME MARK GUTTERMAN
STREET 4 NEWPORT DRIVE
CITY PLAINVIEW STATE NY ZIP 11803
NYS LICENSE PLATE/YEAR DFG2525/2017
MAKE INFIN BODY TYPE/COLOR 4DSD/WH
FEE 100.00 PERMIT TYPE R
PHONE NUMBER [REDACTED]

PLEASE SIGN REVERSE SIDE ON BOTTOM OF PAGE WHERE INDICATED

CHANGES ONLY

NAME JODY GUTTERMAN
STREET 4 NEWPORT DRIVE
CITY PLAINVIEW STATE NY ZIP 11803
NYS LICENSE PLATE/YEAR 4XZ463/2008
MAKE JEEP BODY TYPE/COLOR SB/RED
FEE 100.00 PERMIT TYPE R
PHONE NUMBER _____

PLEASE SIGN REVERSE SIDE ON BOTTOM OF PAGE WHERE INDICATED

PARKING PERMIT

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EXPIRES
3/31/2020

PARKING PERMIT

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EXPIRES
3/31/2020

Ralph Gittleman
7 Salem Ct
Syosset, NY 11791

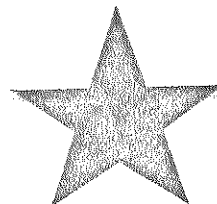
4/20/2018

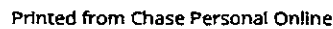
I filled out the wrong Parking Permit Application with a fee of \$100. I should have filled out the form for seniors with a fee of \$20. I am therefore returning the original resulting Parking Permit and the correct application. Please return the \$100 and send me a new Parking Permit.

Sincerely,



Ralph Gittleman

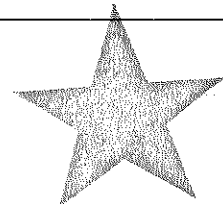




Front

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Check amount
\$100.00



PARKING PERMIT

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EXPIRES
3/31/2020

11638

CHANGES ONLY

NAME RALPH GITTLEMAN
STREET 7 SALEM CT
CITY SYOSSET STATE NY ZIP 11791
NYS LICENSE PLATE/YEAR GNL1195/2014
MAKE ME/BE BODY TYPE/COLOR SD/GY
FEE 100.00 PERMIT TYPE R
PHONE NUMBER [REDACTED]

PLEASE SIGN REVERSE SIDE ON BOTTOM OF PAGE WHERE INDICATED

WHEREAS, Elizabeth Kaye, Clerk/Treasurer, Incorporated Village of Laurel Hollow, by letter dated April 20, 2018, as amended by letter dated May 2, 2018, has requested renewal to enter into an Inter-municipal Agreement under which the Town provides highway cleaning services to said Village; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highways, by memorandum dated May 2, 2018, recommended that the Town renew the Inter-municipal Agreement with the Incorporated Village of Laurel Hollow, for highway cleaning services, for the period July 1, 2018 through June 30, 2019, which agreement may be extended by mutual agreement between the Town and the Village; and

WHEREAS, the Town will provide said service to the Village on request, subject to the availability of equipment; and

WHEREAS, the Village will pay the Town an hourly rate, based upon prevailing wages and equipment rates utilized at the time services are requested.

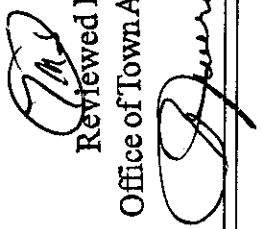
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-municipal Agreement with the Incorporated Village of Laurel Hollow, for highway cleaning services, for the period July 1, 2018 through June 30, 2019.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

Reviewed By
Office of Town Attorney


19

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 2, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: INTER-MUNICIPAL AGREEMENT
INCORPORATED VILLAGE OF LAUREL HOLLOW
HIGHWAY CLEANING SERVICES

Elizabeth Kaye, Clerk/Treasurer of the Incorporated Village of Laurel Hollow, by letter dated May 2, 2018, has requested renewal of the Inter-municipal Agreement under which the Town of Oyster Bay provides highway cleaning services to said Village.

Richard W. Lenz, P. E., Commissioner of the Department of Public Works/Highway has recommended that the Town extend the Inter-municipal Agreement with the Incorporated Village of Laurel Hollow for highway cleaning services through June 30, 2019.

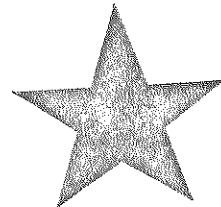
The Town will provide said service to the Village on request, subject to the availability of equipment. The Village will pay the Town based on prevailing wage and equipment rates will be utilized at the time services are requested.

Attached herewith is the prior resolution 359-2017, which extended this agreement through to June 30, 2018.



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

RWL/km
CC: Town Attorney (7)
Comptroller Office
John P. Bishop, Deputy Commissioner of Highway



INCORPORATED VILLAGE OF LAUREL HOLLOW
1492 LAUREL HOLLOW ROAD
SYOSSET, NEW YORK 11791-9603
TEL (516) 692-8826 FAX (516) 692-4198
clerktreasurer@laurelhollow.org

May 2, 2018

Office of the Town Attorney
Town of Oyster Bay
Town Hall North
54 Audrey Avenue
Oyster Bay, NY 11771

ATT: Carol Ann Strafford, Legislative Affairs

Re: Highway Cleaning Services Agreement

Dear Ms. Strafford:

This letter amends my previous letter of April 20, 2018.

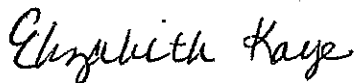
I am the new Clerk/Treasurer for the Village of Laurel Hollow. The Interimunicipal Agreement with the Town expires June, 2018 and the Board authorized me to notify the Town of its interest to renew.

It is understood that prevailing wage and equipment rates will be utilized at the time services are requested.

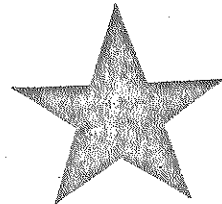
Would you please have this matter placed on the Town Board's agenda to move forward with the renewal? The Village Board meets next on May 9th and then June 13th.

Thank you for your assistance.

Sincerely,



Elizabeth Kaye
Clerk/Treasurer



-File
Kim

HIGHWAY DEPARTMENT

Meeting of June 20, 2017

Resolution No. 359 -2017

WHEREAS, Karen A. Navin, Clerk/Treasurer of the Incorporated Village of Laurel Hollow, by letter dated April 11, 2017, has requested renewal of the Inter-municipal Agreement under which the Town provides highway cleaning services to said Village; and

WHEREAS, John P. Bishop, Acting Deputy Commissioner of the Highway Department, by memorandum dated April 26, 2017, recommended that the Town renew the Inter-municipal Agreement with the Incorporated Village of Laurel Hollow, for highway cleaning services, through June 30, 2018; and

WHEREAS, the Town will provide said service to the Village on request, subject to the availability of equipment; and

WHEREAS, the Village will pay the Town an hourly rate, based upon the type of equipment used, and will be responsible for the disposal of all debris generated,

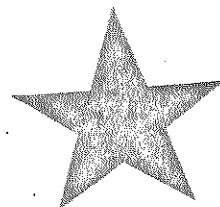
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor is hereby authorized and directed to execute an Inter-municipal Agreement with the Incorporated Village of Laurel Hollow, for highway cleaning services, through June 30, 2018.

-#-

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 (2)
Highway



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 9, 2018, advised the Town Board that Consulting Engineer LiRo Engineers, Inc. has made a final inspection of the work done performed under Contract No. H16-145, Construction of Highway Improvements for Canal Road and Seabreeze Road, Massapequa, NY, and has certified that Contractor, Thomas Novelli Contracting Corporation, has completed all work under, and complied with all of the requirements of, the contract; and

WHEREAS, Commissioner Lenz concurred with the Consulting Engineer's recommendation of final acceptance for this project; and

WHEREAS, during the construction phase of Contract H16-145, it was found to be possible to decrease the quantities of certain items of work in the Contract, resulting in a net decrease in the contract amount of \$26,912.30; and

WHEREAS, final construction costs were in the amount of \$372,342.80; and

WHEREAS, the Office of the Comptroller and the Office of the Town Attorney, by memoranda dated March 13, 2018 and April 5, 2018, respectively, stated that there are no financial hindrances or legal obstacles of record that would necessitate the withholding of final acceptance of this contract;

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. H16-145, Construction of Highway Improvements for Canal Road and Seabreeze Road, Massapequa, NY, is hereby accepted as complete, for a final construction cost of \$372,342.80, and the Comptroller is hereby authorized and directed to make final payment for same to Thomas Novelli Contracting Corporation, in accordance with the applicable terms and provisions of the contract, upon presentation of a duly certified claim, after audit, after the customary review of the engineer's certificate.

#

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway
General Services

7/1/18
Reviewed By
Office of Town Attorney
D.L.

20

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 9, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: NET DECREASE AND FINAL PAYMENT
CONSTRUCTION OF HIGHWAY IMPROVEMENTS FOR CANAL ROAD AND SEABREEZE ROAD,
MASSAPEQUA, N.Y
CONTRACT NO.: H16-145

Attached is the final acceptance letter, with backup, from LiRo Engineers, Inc., dated April 18, 2018 concerning increases/decreases in quantities with a total net decrease in the amount of \$26,912.20. Said quantity increases and decreases are explained by the consultant in this correspondence and further described as per the attached tabulation.


Attached herewith is also:

1. A letter dated January 31, 2018 from LiRo Engineers, Inc. recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for Thomas Novelli Contracting Corporation dated 01/31/18.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Highway concurring with final acceptance.

Work under this contract was directed to proceed as of September 11, 2017 to be completed within 56 calendar days on November 5, 2017. Actual work was completed on October 12, 2017.

Final construction costs amount to \$372,342.80.

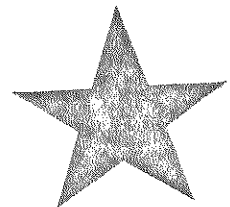
We hereby concur with \$372,342.80 that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.


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

RWL/JCT/MR/SC/nm
Attachments

cc: Town Attorney (w/7 copies)
Steven C. Bailas, Comptroller
Kathy Stefanich, Public Works
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commissioner/Highways

H16-145_CANAL ROAD AND SEABREEZE ROAD_Final Acceptance_decrease





LiRo Engineers, Inc.
A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421

January 31, 2018

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

Re: Construction of Highway Improvements for
Canal Road and Seabreeze Road, Located in Massapequa, N.Y.
Contract No. H16-145 (P.W. 24-17)
Final Report, Contractor's Final Acceptance

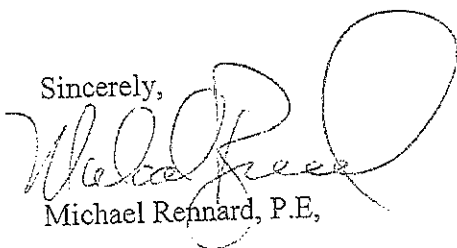
Dear Sir:

The directed start date for this project was September 11, 2017. The specified construction period was 56 calendar days resulting in the directed completion date of November 6, 2017. Construction of this project commenced on September 11, 2017 and was substantially completed by October 12, 2017.

The total amount bid for the project was \$399,255.00. During construction, it was found necessary to increase and/or decrease the quantities of some items of work in the contract. These increases and/or decreases are addressed by Notification No. 1 that reflects a net decrease of \$26,912.20. The final construction cost is \$372,342.80.

A final inspection of the project has been performed by this office and representatives of the Town. All corrective work has been completed and has been found to be satisfactory as of December 7, 2017. We hereby recommend final acceptance of the project. Final certification for this contract attached.

Sincerely,

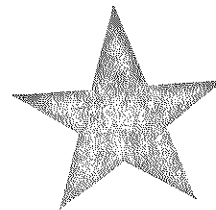


Michael Rehnard, P.E.

MR:WNT:wnt

attach:

T:\Town\Oyster Bay\00089.03-SeabreezeRd\Mass-Contl_General\Doc\FinalReport-Rev-2.docx



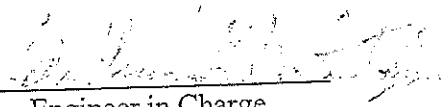
Integrated Construction, Design, and Technology Solutions

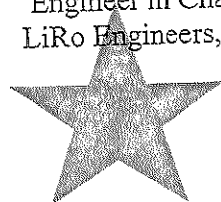
FINAL ACCEPTANCE

TOWN OF OYSTER BAY
NASSAU COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS

CONTRACT NO: H16-145 DATE: January 31, 2018
PROJECT NAME: Construction of Highway Improvements for Canal Road and Seabreeze Road
Located in Massapequa, N.Y.
CONTRACTOR: Thjomas Novelli Contracting Corp.
ADDRESS: 41 Sarah Drive, Farmingdale, NY 11735
BID DATE: July 12, 2017
CONTRACTOR DIRECTED TO PROCEED WITH WORK ON: September 11, 2017
ACTUAL STARTING DATE: September 11, 2017
WORK TO BE COMPLETED WITHIN 56 calendar days
ORIGINAL CONTRACT DATE OF COMPLETION: November 6, 2017
ACTUAL DATE WORK WAS COMPLETED: October 12, 2017
EXTENSIONS REQUESTED: None CALENDAR DAYS
EXTENSIONS GRANTED None
CONTRACT DATE OF COMPLETION WITH EXTENSIONS: November 6, 2017
CONTRACT BID PRICE.....\$ 399,255.00
RESERVE FOR POTENTIAL QUANTITY INCREASES.....\$
SUBTOTAL.....\$ 399,255.00
AUTHORIZED MAXIMUM COST OF CHANGE ORDERS AND QUANTITY INCREASE/DECREASES
(Notification # 1 Pending) (Decrease).....\$ (26,912.20)
TOTAL FUNDS ALLOCATED FOR PROJECT.....\$ 372,342.80
FINAL CONSTRUCTION COST.....\$ 372,342.80

RECOMMENDED FOR ACCEPTANCE


Engineer in Charge
LiRo Engineers, Inc.



Contractor: Thomas Novelli Contracting Corp.

Item No.: As Listed Below

Resident Representative: Michael Sterling

Authorized Change: QUANTITY INCREASES AND DECREASES

DECREASES:

During construction some contract unit quantities were not required and some quantities were not expended up to the full estimated quantity shown in the proposal. The quantities shown in the proposal are only approximate. Some final quantities are substantially less due to the prudent saving of existing infrastructure wherever possible.

Some items are included as contingencies and are only to be used if required by conditions encountered during construction. Actual field conditions encountered during construction did not necessitate the use of some of these items.

The final quantities submitted for payment are based on actual field measurements of the final work installed, measured and accepted in accordance with the plans, specifications and the directions of the Engineer.

These decreases are summarized as follows:

ITEM 4E:	Full Depth Saw Cut of Cement Concrete Pavement and/or Bituminous Concrete Pavement								
	Decrease estimated quantity from	30	LF	to	0.00	LF			
	Decrease in cost of	(30.00)	LF	@ Unit Price Bid of	\$7.00	=	\$	(210.00)	
ITEM 4E-1:	Full Depth Saw Cut of Cement Concrete Sidewalk and/or Driveway								
	Decrease estimated quantity from	300	LF	to	144.17	LF			
	Decrease in cost of	(155.83)	LF	@ Unit Price Bid of	\$7.00	=	\$	(1,090.81)	
ITEM 5S:	Select Borrow Fill								
	Decrease estimated quantity from	5	CY	to	0.00	CY			
	Decrease in cost of	(5.00)	CY	@ Unit Price Bid of	\$25.00	=	\$	(125.00)	
ITEM 16M-A:	Furnish and Install New Manhole Casting								
	Decrease estimated quantity from	1	EA	to	0.00	EA			
	Decrease in cost of	(1.00)	EA	@ Unit Price Bid of	\$1,200.00	=	\$	(1,200.00)	
ITEM 17-AC:	Concrete Masonry, Contingency, Class A Concrete								
	Decrease estimated quantity from	1	CY	to	0.00	CY			
	Decrease in cost of	(1.00)	CY	@ Unit Price Bid of	\$700.00	=	\$	(700.00)	

Contractor: Thomas Novelli Contracting Corp.

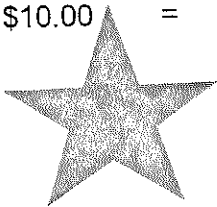
Item No.: As Listed Below

Resident Representative: Michael Sterling

Authorized Change: QUANTITY INCREASES AND DECREASES

DECREASES (Cont.)

ITEM 26CG:	Integral Cement Concrete Curb and Gutter							
	Decrease estimated quantity from	1,850	LF	to	1,805.67	LF		
	Decrease in cost of	(44.33)	LF	@ Unit Price Bid of	\$30.00	=	\$	(1,329.90)
ITEM 27:	Cement Concrete Sidewalks and Ramps (5" Thick)							
	Decrease estimated quantity from	1,200	SF	to	1,077.01	SF		
	Decrease in cost of	(122.99)	SF	@ Unit Price Bid of	\$10.00	=	\$	(1,229.90)
ITEM 28:	Reinforced Cement Concrete Driveways and Aprons (7" Thick)							
	Decrease estimated quantity from	1,800	SF	to	1,337.18	SF		
	Decrease in cost of	(462.82)	SF	@ Unit Price Bid of	\$12.00	=	\$	(5,553.84)
ITEM 28A:	Bituminous Sidewalks and Driveways							
	Decrease estimated quantity from	5	SY	to	0.00	SY		
	Decrease in cost of	(5.00)	SY	@ Unit Price Bid of	\$50.00	=	\$	(250.00)
ITEM 36-2A-1:	Bituminous Macadam Plant Mix, Type 2A, Paving Courses, Various Thicknesses							
	Decrease estimated quantity from	560	Tons	to	543.07	Tons		
	Decrease in cost of	(16.93)	Tons	@ Unit Price Bid of	\$140.00	=	\$	(2,370.20)
ITEM 61	Changing Elevations of House Service Connections to Water Mains							
	Decrease estimated quantity from	38	lf"D	to	0.00	lf"D		
	Decrease in cost of	(38.00)	lf"D	@ Unit Price Bid of	\$20.00	=	\$	(760.00)
ITEM 74:	Replace or Construct Miscellaneous Structures							
	Decrease estimated quantity from	6	CF	to	0.00	CF		
	Decrease in cost of	(6.00)	CF	@ Unit Price Bid of	\$10.00	=	\$	(60.00)



235 East Jericho Turnpike
Mineola, New York 11501

Contract Number: H16-145
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: January 31, 2018

Resident Representative: Michael Sterling

DECREASES (Cont.)

ITEM 99:	Water Main Relocation						
	Decrease estimated quantity from	600	If"D to	0.00	If"D		
	Decrease in cost of (600.00) If"D	@	Unit Price Bid of	\$5.00	=	\$	(3,000.00)
ITEM 99-F:	Water Main Fittings						
	Decrease estimated quantity from	500	LBS to	0.00	LBS		
	Decrease in cost of (500.00) LBS	@	Unit Price Bid of	\$1.00	=	\$	(500.00)
ITEM 99-TB:	Install Concrete Thrust Blocks						
	Decrease estimated quantity from	1	CY to	0.00	CY		
	Decrease in cost of (1.00) CY	@	Unit Price Bid of	\$100.00	=	\$	(100.00)
ITEM 99-V	New Water Main Valve with Valve Box						
	Decrease estimated quantity from.	1	EA to	0.00	EA		
	Decrease in cost of (1.00) EA	@	Unit Price Bid of	\$1,000.00	=	\$	(1,000.00)
ITEM 393:	Test Holes						
	Decrease estimated quantity from	3	EA to	0.00	EA		
	Decrease in cost of (3.00) EA	@	Unit Price Bid of	\$500.00	=	\$	(1,500.00)
* ITEM 396	Planting Sod, Supplied or Rehandled						
	Decrease estimated quantity from	520	SY to	358.58	SY		
	Decrease in cost of (161.42) SY	@	Unit Price Bid of	\$15.00	=	\$	(2,421.30)
ITEM 398:	Dense Graded Aggregate Base Course						
	Decrease estimated quantity from	525	CY to	500.00	CY		
	Decrease in cost of (25.00) CY	@	Unit Price Bid of	\$60.00	=	\$	(1,500.00)
ITEM 500:	Clean Existing Drainage System						
	Decrease estimated quantity from	150	LF to	0.00	LF		
	Decrease in cost of (150.00) LF	@	Unit Price Bid of	\$10.00	=	\$	(1,500.00)

Contractor: Thomas Novelli Contracting Corp.

Item No.: As Listed Below

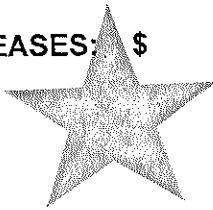
Resident Representative: Michael Sterling

Authorized Change: QUANTITY INCREASES AND DECREASES

DECREASES (Cont.)

ITEM 504:	Change Elevation of Water Service Box, Water Main Valve Box, Water Meter Pit, Sanitary Sewer Cleanout, Sprinkler Control Box or Traffic Signal Pullbox
Decrease	estimated quantity from 10 EA to 9.00 EA
Decrease	in cost of (1.00) EA @ Unit Price Bid of \$50.00 = \$ (50.00)
ITEM 509-1:	Cut and Repair Existing Concrete Pipe in Existing Drainage Structures
Decrease	estimated quantity from 1 EA to 0.00 EA
Decrease	in cost of (1.00) EA @ Unit Price Bid of \$50.00 = \$ (50.00)
ITEM 570:	Brick, Block, Precast Decorative or Cast-In-Place Decorative Driveways and Sidewalks
Decrease	estimated quantity from 1,500 SF to 533.19 SF
Decrease	in cost of (966.81) SF @ Unit Price Bid of \$25.00 = \$ (24,170.25)
ITEM 574:	Silt Protection for Surface Inlet Drainage Structures
Decrease	estimated quantity from 8 EA to 0.00 EA
Decrease	in cost of (8.00) EA @ Unit Price Bid of \$100.00 = \$ (800.00)
ITEM 575:	Silt Protection for Curb Inlet Drainage Structures
Decrease	estimated quantity from 1 EA to 0.00 EA
Decrease	in cost of (1.00) EA @ Unit Price Bid of \$100.00 = \$ (100.00)
ITEM 576-18:	Catch Basin Outlet Pipe Oil/Sediment Debris Hood, 18 Inch Diameter
Decrease	estimated quantity from 2 EA to 0.00 EA
Decrease	in cost of (2.00) EA @ Unit Price Bid of \$1,000.00 = \$ (2,000.00)

TOTAL DECREASES: \$ (53,571.20)



Contractor: Thomas Novelli Contracting Corp.

Item No.: As Listed Below

Resident Representative: Michael Sterling

Authorized Change: QUANTITY INCREASES AND DECREASES

INCREASES:

ITEM 4B	Cement Concrete Structure Removal
	Increase estimated quantity from 230 CY to 508.55 CY
	Increase in cost of 278.55 CY @ Unit Price Bid of \$60.00 = \$ 16,713.00
Reason:	The quantity given in the proposal is only approximate. The final quantity of Concrete Structure Removal is based on the actual number of cubic yards of Concrete Structure Removal performed, measured and accepted in accordance with the plans, specifications, and/or the directions of the Engineer.
ITEM 4B-P:	Remove Existing Pipe
	Increase estimated quantity from 10 LF to 43.00 LF
	Increase in cost of 33.00 LF @ Unit Price Bid of \$10.00 = \$ 330.00
Reason:	The quantity given in the proposal is only approximate. The final quantity of Pipe Removal performed is based on final field measurements of the actual quantity of pipe removed due to conditions encountered during construction, measured, and accepted in accordance with the plans, specifications, and/or the directions of the Town and the Engineer.
ITEM 12B-12-DIP:	Furnish and Lay 12" Diameter Ductile Iron Pipe
	Increase estimated quantity from 225 LF to 249.92 LF
	Increase in cost of 24.92 LF @ Unit Price Bid of \$100.00 = \$ 2,492.00
Reason:	The installation of additional, 12" Diameter Ductile Iron Pipe beyond the contract amount was necessary to replace existing concrete pipe removed due to conditions encountered during construction and as directed by the Town.
ITEM 13DX:	Catch Basin, Type DX
	Increase estimated quantity from 5 EA to 6 EA
	Increase in cost of 1.00 EA @ Unit Price Bid of \$6,500.00 = \$ 6,500.00
Reason:	During construction the installation of an additional catch basin was necessary to replace an existing deteriorated catch basin.



Contractor: Thomas Novelli Contracting Corp.

Item No.: As Listed Below

Resident Representative: Michael Sterling

Authorized Change: QUANTITY INCREASES AND DECREASES

INCREASES (CONT.)

ITEM 394: Temporary Asphaltic Pavement
Increase estimated quantity from 25 Tons to 31.24 Tons
Increase in cost of 6.24 Tons @ Unit Price Bid of \$100.00 = \$ 624.00
Reason: During construction, additional temporary pavement was required beyond the estimated amount due to increases in pipe and catch basin quantities which then required additional areas of temporary pavement.

TOTAL INCREASES:	\$	26,659.00
TOTAL DECREASES:	\$	(53,571.20)
NET CHANGE (DECREASE):	\$	(26,912.20)

PROJECT SUMMARY:

Bid Amount :	\$	399,255.00
Reserve Amount:	\$	20,000.00
Sub Total:	\$	419,255.00
Notification No. 1 - (Decrease) **(TBR Pending)	\$	(26,912.20)
Final Construction Cost:	\$	372,342.80
Remaining Funds:	\$	46,912.20

Recommended By:

Signed:


William Norton-Taylor
LiRo ENGINEERS, INC.



TOWN OF OYSTER BAY

Engineer's Certificate

DATE: 31-Jan-18

1 of 4

DEPARTMENT OF PUBLIC WORKS
150 Miller Place Syosset, New York 11791

Contractor: THOMAS NOVELLI CONTRACTING CORP. **Project Name:** CONSTRUCTION OF HIGHWAY IMPROVEMENTS FOR CANAL ROAD AND SEABREEZE ROAD LOCATED IN MASSAPEQUA, NY Bid No. PW 024-17

Address: 41 SARAH DRIVE
FARMINGDALE, NY 11735

Engineer: LiRo ENGINEERS, INC. **TOB Contract No.:** H16-145

Address: 235 E. JERICHO TURNPIKE
P.O. BOX 109
MINEOLA, N.Y. 11501 **Estimate No.:** 2F

Item No.	CONTRACT QUANTITY		Description	Total Bid Price	Amounts for This Payment		
					Unit Price	Quantity	Amount
	508.6		QI-D Notification #1, TBR Pending				
4B	230	CY	Cement Concrete Structure Removal	\$ 13,800.00	\$ 60.00	508.55	\$ 30,513.00
	43		QI-D Notification #1, TBR Pending				
4B-P	40	LF	Remove Existing Pipe	\$ 100.00	\$ 10.00	43.00	\$ 430.00
	0		QI-D Notification #1, TBR Pending				
4E	30	LF	Full Depth Saw Cut of Cement Concrete Pavement and/or Bituminous Concrete Pavement	\$ 210.00	\$ 7.00	0.00	\$ -
	144.17		QI-D Notification #1, TBR Pending				
4E-1	300	LF	Full Depth Saw Cut of Cement Concrete Sidewalk and/or Driveway	\$ 2,100.00	\$ 7.00	144.17	\$ 1,009.19
	0		QI-D Notification #1, TBR Pending				
5S	5	CY	Select Borrow Fill	\$ 125.00	\$ 25.00	0.00	\$ -
	249.92		QI-D Notification #1, TBR Pending				
12B-12-DIP	225	LF	Furnish and Lay 12" Diameter Ductile Iron Pipe	\$ 22,500.00	\$ 100.00	249.92	\$ 24,992.00
	6		QI-D Notification #1, TBR Pending				
13DX	5	EA	Catch Basin, Type DX	\$ 32,500.00	\$ 6,500.00	6	\$ 39,000.00
13FX	1	EA	Catch Basin, Type FX	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00
15-3A	3	EA	Manholes, Type 3 Alternate	\$ 18,000.00	\$ 6,000.00	3	\$ 18,000.00
	0		QI-D Notification #1, TBR Pending				
16M-A	4	EA	Furnish and Install New Manhole Casting	\$ 1,200.00	\$ 1,200.00	0	\$ -
16SS-1	4	EA	Change Elevation of Sanitary Sewer Manhole Castings - Minor Adjustment	\$ 1,600.00	\$ 400.00	4	\$ 1,600.00
	0		QI-D Notification #1, TBR Pending				
17-AC	4	CY	Concrete Masonry, Contigency, Class A Concrete	\$ 700.00	\$ 700.00	0.00	\$ -
	1,805.67		QI-D Notification #1, TBR Pending				
26CG	4,850	LF	Integral Cement Concrete Curb and Gutter (1')	\$ 55,500.00	\$ 30.00	1,805.67	\$ 54,170.10

TOWN OF OYSTER BAY

Engineer's Certificate

DATE: 31-Jan-18

2 of 4

DEPARTMENT OF PUBLIC WORKS
150 Miller Place Syosset, New York 11791

Contractor: THOMAS NOVELLI CONTRACTING CORP. **Project Name:** CONSTRUCTION OF HIGHWAY IMPROVEMENTS FOR CANAL ROAD AND SEABREEZE ROAD LOCATED IN MASSAPEQUA, NY Bid No. PW 024-17

Address: 41 SARAH DRIVE
FARMINGDALE, NY 11735

Engineer: LiRo ENGINEERS, INC. **TOB Contract No.:** H16-145

Address: 235 E. JERICHO TURNPIKE
P.O. BOX 109
MINEOLA, N.Y. 11501 **Estimate No.:** 2F

Item No.	CONTRACT QUANTITY	Description	Total Bid Price	Amounts for This Payment		
				Unit Price	Quantity	Amount
27	1,077.01 4,200	SF <i>QI-D Notification #1, TBR Pending</i> Cement Concrete Sidewalks and Ramps (5" Thick)	\$ 12,000.00	\$ 10.00	1,077.01	\$ 10,770.10
28	1,337.18 4,800	SF <i>QI-D Notification #1, TBR Pending</i> Reinforced Cement Concrete Driveways and Aprons (7" Thick)	\$ 21,600.00	\$ 12.00	1,337.18	\$ 16,046.16
28A	0 5	SY <i>QI-D Notification #1, TBR Pending</i> Bituminous Sidewalks and Driveways	\$ 250.00	\$ 50.00	0.00	\$ -
36-2A-1	543.07 560	Tons <i>QI-D Notification #1, TBR Pending</i> Bituminouss Macadam Plant Mix, Type 2A, Paving Courses, Various Thicknesses	\$ 78,400.00	\$ 140.00	543.07	\$ 76,029.80
57-1	1 4	EA <i>QI-D Notification #1, TBR Pending</i> Rebuilding Catch Basins - Type 1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
61	0 38	lf/Dia <i>QI-D Notification #1, TBR Pending</i> Changing Elevations of House Service Connections to Water Mains	\$ 760.00	\$ 20.00	0.00	\$ -
74	0 6	CF <i>QI-D Notification #1, TBR Pending</i> Replace or Construct Miscellaneous Structures	\$ 60.00	\$ 10.00	0.00	\$ -
98	0	JOB Maintenance and Protection of Traffic	\$ 20,000.00	\$ 20,000.00	100.0%	\$ 20,000.00
99	0 600	lf/Dia <i>QI-D Notification #1, TBR Pending</i> Water Main Relocation	\$ 3,000.00	\$ 5.00	0.00	\$ -
99-F	0 500	LBS <i>QI-D Notification #1, TBR Pending</i> Water Main Fittings	\$ 500.00	\$ 1.00	0.00	\$ -
99-TB	0 4	CY <i>QI-D Notification #1, TBR Pending</i> Install Concrete Thrust Blocks	\$ 100.00	\$ 100.00	0.00	\$ -
99-V	0 4	EA <i>QI-D Notification #1, TBR Pending</i> New Water Main Valve with Valve Box	\$ 1,000.00	\$ 1,000.00	0.00	\$ -
386A	2	EA Tree Removal over 4" to 12" Caliper Inclusive	\$ 200.00	\$ 100.00	2	\$ 200.00
386C	2	EA Furnish and Plant Trees	\$ 1,600.00	\$ 800.00	2	\$ 1,600.00
393	0 3	EA <i>QI-D Notification #1, TBR Pending</i> Test Holes	\$ 1,500.00	\$ 500.00	0.00	\$ -

TOWN OF OYSTER BAY

Engineer's Certificate

DATE: 31-Jan-18

3 of 4

DEPARTMENT OF PUBLIC WORKS
150 Miller Place Syosset, New York 11791

Contractor: THOMAS NOVELLI CONTRACTING CORP. **Project Name:** CONSTRUCTION OF HIGHWAY IMPROVEMENTS FOR CANAL ROAD AND SEABREEZE ROAD LOCATED IN MASSAPEQUA, NY Bid No. PW 024-17

Address: 41 SARAH DRIVE
FARMINGDALE, NY 11735

Engineer: LiRo ENGINEERS, INC. **TOB Contract No.:** H16-145

Address: 235 E. JERICHO TURNPIKE
P.O. BOX 109
MINEOLA, N.Y. 11501 **Estimate No.:** 2F

Item No.	CONTRACT QUANTITY		Description	Total Bid Price	Amounts for This Payment		
					Unit Price	Quantity	Amount
394	31.24	25 Tons	QI-D Notification #1, TBR Pending Temporary Asphaltic Pavement	\$ 2,500.00	\$ 100.00	31.24	\$ 3,124.00
396	358.58	520 SY	QI-D Notification #1, TBR Pending Planting Sod, Supplied or Rehandled	\$ 7,800.00	\$ 15.00	358.58	\$ 5,378.70
398	500.00	525 CY	QI-D Notification #1, TBR Pending Dense Graded Aggregate Base Course	\$ 31,500.00	\$ 60.00	500.00	\$ 30,000.00
500	0	450 LF	QI-D Notification #1, TBR Pending Clean Existing Drainage System	\$ 1,500.00	\$ 10.00	0.00	\$ -
504	9	40 EA	QI-D Notification #1, TBR Pending Change Elevation of Water Service Box, Water Main Valve Box, Water Meter Pit, Sanitary Sewer Cleanout or Traffic Signal Pullbox	\$ 500.00	\$ 50.00	9	\$ 450.00
509-1	0	4 EA	QI-D Notification #1, TBR Pending Cut and Repair Existing Reinforced Concrete Pipe in Existing Drainage Structures	\$ 50.00	\$ 50.00	0	\$ -
570	533.19	4,500 SF	QI-D Notification #1, TBR Pending Brick, Block, Precast Decorative or Cast-In-Place Decorative Driveways and Sidewalks	\$ 37,500.00	\$ 25.00	533.19	\$ 13,329.75
574	0	8 EA	QI-D Notification #1, TBR Pending Silt Protection for Surface Inlet Drainage Structures	\$ 800.00	\$ 100.00	0.00	\$ -
575	0	4 EA	QI-D Notification #1, TBR Pending Silt Protection for Curb Inlet Drainage Structures	\$ 100.00	\$ 100.00	0	\$ -
576-12	4	EA	Catch Basin Outlet Pipe Oil/Sediment Debris Hood 12 Inch Diameter	\$ 3,200.00	\$ 800.00	4	\$ 3,200.00
576-18	0	2 EA	QI-D Notification #1, TBR Pending Catch Basin Outlet Pipe Oil/Sediment Debris Hood 18 Inch Diameter	\$ 2,000.00	\$ 1,000.00	0	\$ -
578-12	1	EA	Furnish and Install 12" Rubber In-Line Check Valve	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00

TOWN OF OYSTER BAY

4 of 4

Engineer's Certificate

DATE: 31-Jan-18

DEPARTMENT OF PUBLIC WORKS
150 Miller Place Syosset, New York 11791

Contractor: THOMAS NOVELLI CONTRACTING CORP.

Address: 41 SARAH DRIVE
FARMINGDALE, NY 11735

Engineer: LiRo ENGINEERS, INC.

Address: 235 E. JERICHO TURNPIKE
P.O. BOX 109
MINEOLA, N.Y. 11501

Project Name: CONSTRUCTION OF HIGHWAY IMPROVEMENTS FOR
CANAL ROAD AND SEABREEZE ROAD LOCATED IN
MASSAPEQUA, NY Bid No. PW 024-17

TOB Contract No.: H16-145

Estimate No.: 2F

Item No.	CONTRACT QUANTITY		Description	Total Bid Price	Amounts for This Payment		
					Unit Price	Quantity	Amount
578-18	2	EA	Furnish and Install 18" Rubber In-Line Check Valve	\$ 10,000.00	\$ 5,000.00	2	\$ 10,000.00
SubTotals:				\$ 399,255.00		0.00	\$ 372,342.80

				Total Contract Sum:	\$ 399,255.00
				Net Change By Change Orders, Quantity Increase/Decreases:	\$ -
Directed Starting Date				09/11/17	
Actual Starting Date				09/11/17	
Directed Completion Date				11/06/17	
Extended Completion Date					
Actual Completion Date				10/12/17	
The work covered by this estimate was performed prior to				01/31/18	
				Total Contract Sum To Date:	\$ 399,255.00
				Grand Total (completed and stored to date):	\$ 372,342.80
				Less 0 % Retained:	\$ -
				Balance:	\$ 372,342.80
				Less Previous Claims:	\$ 322,983.86
				Amount Of This Claim:	\$ 49,358.93

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

Contractor: THOMAS NOVELLI CONTRACTING CORP.

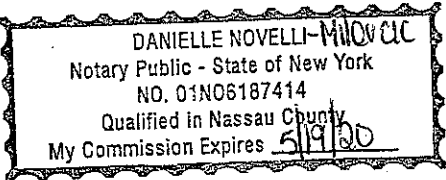
Title: Secretary

State of New York County of Suffolk

Subscribed and sworn to before me this 20th day of January 2018

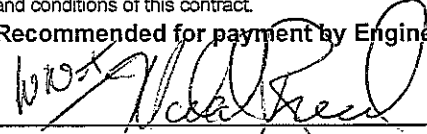
Notary Public: Danielle Novelli-Milovic

My commission expires: 5/19/20



This is to certify that the work covered by this estimate has been performed in accordance with the contract drawings and construction specifications and payment is being made in accordance with the terms and conditions of this contract.

Recommended for payment by Engineer:

 Date: 1-31-18

LiRo ENGINEERS, INC.

Title: ENGINEER IN CHARGE



JT
Sunika

TOWN OF OYSTER BAY Inter-Departmental Memo

TO: RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

FROM: RAYMOND J. AVERNA
DEPUTY TOWN ATTORNEY

DATE: APRIL 5, 2018

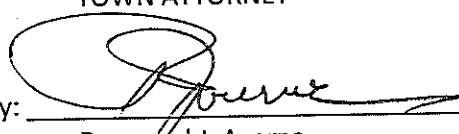
SUBJECT: FINAL ACCEPTANCE
CONSTRUCTION OF HIGHWAY IMPROVEMENTS FOR CANAL ROAD AND
SEABREEZE ROAD, MASSAPEQUA, N.Y.
CONTRACT NO. H16-145 / THOMAS NOVELLI CONTRACTING CORPORATION

In reply to your memorandum of March 1, 2018, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced project.

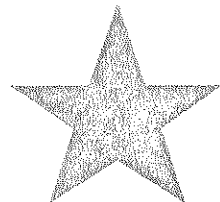
By copy of this memorandum, the Maintenance Bond is being forwarded to the Town Clerk.

JOSEPH NOCELLA, ESQ.
TOWN ATTORNEY

By: _____


Raymond J. Averna
Deputy Town Attorney

Cc: Comptroller
Town Clerk (with Bond)



TOWN OF OYSTER BAY

Inter-Departmental Memo

MARCH 13, 2018

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

From: STEVEN C. BALLAS, COMPTROLLER

Subject: FINAL ACCEPTANCE
CONSTRUCTION OF HIGHWAY IMPROVEMENTS FOR CANAL ROAD
AND SEABREEZE ROAD, MASSAPEQUA
CONTRACT NO. H16-145

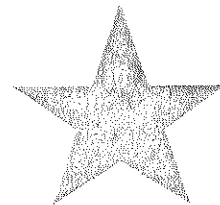
In response to your memo dated March 1, 2018, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.


STEVEN C. BALLAS
COMPTROLLER

Enclosure

SCB:lmh

cc: Town Attorney w/enclosure
Accounts Payable Division (2)
Reading File



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

March 1, 2018


TO: STEVEN C. BALLAS, COMPTROLLER

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

SUBJECT: FINAL ACCEPTANCE
CONSTRUCTION OF HIGHWAY IMPROVEMENTS FOR CANAL ROAD AND
SEABREEZE ROAD, MASSAPEQUA, N.Y
CONTRACT NO.: H16-145

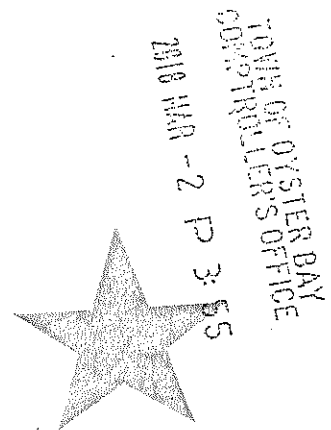
Please review your records as to any financial encumbrances that would prevent final acceptance of the subject project. In accordance with Article 34, Subparagraph (b), Page 38 of the contract agreement, the completion date as approved by the Commissioner of Public Works is January 31, 2018. Attached is a copy of the contractor's maintenance bond dated January 31, 2018

The contractor is Thomas Novelli Contracting Corporation, and the final contract amount is \$372,342.79.


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

mk
RWL/JCT/MR/SC/lk
Attachments

H16-145 _CANAL ROAD AND SEABREEZE ROAD_Comp Final



IT
Sun. 4/4

Town of Oyster Bay
Inter-Departmental Memo

April 4, 2018

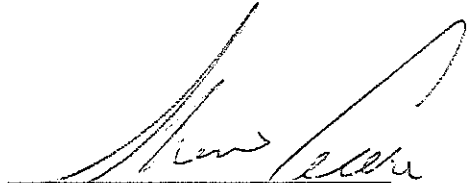
TO: Richard W. Lenz, P.E. Commissioner
Department Of Public Works / Highway

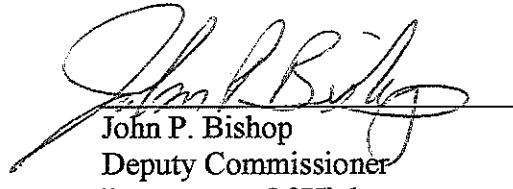
FROM: Salvatore R. Cecere, Highway Maintenance Supervisor I

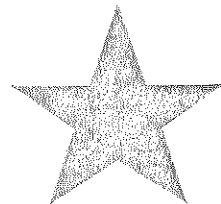
THROUGH: John P. Bishop, Deputy Commissioner Department Of Highways

SUBJECT: Final Acceptance – Highway Improvements for Canal Road and Seabreeze
Road, Massapequa
Contract No. H16-145

The Highway Department has inspected the area and recommends that this project be accepted as complete.


Salvatore R. Cecere
Highway Maintenance Supervisor I


John P. Bishop
Deputy Commissioner
Department Of Highways



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 9, 2018, advised the Town Board that Consulting Engineer deBruin Engineering, PC has made a final inspection of the work done performed under Contract No. DP16-137, Construction of Pickleball Courts at Field B-21 in Bethpage, NY, and has certified that Contractor, Metro Paving, LLC, has completed all work under, and complied with all of the requirements of, the contract; and

WHEREAS, Commissioner Lenz concurred with the Consulting Engineer's recommendation of final acceptance for this project; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, and John G. Tassone, Parks Engineering, Department of Parks, by memorandum dated January 23, 2018, concurred with Commissioner Lenz's recommendation for final acceptance of this project; and

WHEREAS, final construction costs were in the amount of \$160,000.00; and

WHEREAS, the Office of the Comptroller and the Office of the Town Attorney, by memoranda dated January 10, 2018 and January 17, 2018, respectively, stated that there are no financial hindrances or legal obstacles of record that would necessitate the withholding of final acceptance of this contract;

NOW, THEREFORE, BE IT RESOLVED, That, upon the recommendations as hereinabove set forth, Contract DP16-137, Construction of Pickleball Courts at Field B-21 in Bethpage, NY, is hereby accepted as complete, for a final construction cost of \$160,000.00, and the Comptroller is hereby authorized and directed to make final payment for same to Metro Paving, LLC, in accordance with the applicable terms and provisions of the contract, upon presentation of a duly certified claim, after audit, after the customary review of the engineer's certificate.

#

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
General Services
Parks

7/11/18
Reviewed By
Office of Town Attorney
B. J. H.

21

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 9, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: ACCEPTANCE AND FINAL PAYMENT
CONSTRUCTION OF PICKLEBALL COURTS AT B-21 IN BETHPAGE, NEW YORK
CONTRACT NO.: DP16-137


Attached herewith is:

1. A letter dated December 22, 2017 from De Bruin Engineering, PC recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for Metro Paving, LLC, dated 12/19/2017.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Parks concurring with final acceptance.

Work under this contract was directed to proceed as of October 9, 2017 to be completed within 60 calendar days on December 7, 2017. Actual work was completed on November 17, 2017.

Final construction costs amount to \$160,000.00.

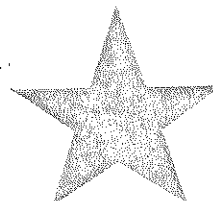
We hereby concur with \$160,000.00 that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.



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


RWL/JCT/MR/SC/nm
Attachments

cc: Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Kathy Stefanich, Public Works
Eric Tuman, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks



DP16-137_CONSTRUCTION OF PICKLEBALL COURT_Final Accept

December 22th, 2017

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

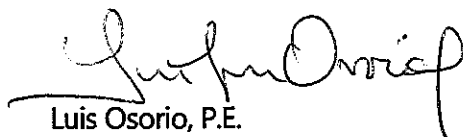
Re: CONSTRUCTION OF PICKLEBALL COURTS AT B-21 IN
BETHPAGE, NY.
Contract No. DP16-137
Project No. 6119
Engineer's Certificate of Completion

Dear Commissioner:

Please be advised Metro Paving, LLC, the general contractor for Construction of Pickleball Courts at B-21 in Bethpage has completed all work including closeout procedures for the project. We find the work to be acceptable and in compliance with the plans and specifications.
The work was completed and received by the Town on 11/17 and the final cost of the project was \$160,000.

Please contact me at your convenience with any comments or concerns.

Sincerely yours,


Luis Osorio, P.E.

G702 APPLICATION and CERTIFICATE for PAYMENT

To: Town of Oyster Bay
54 Audrey Ave
Oyster Bay, NY 11771

Project: Construction of Pickleball Courts
AT Bethpage, NY (DP16-137)
PW 030-17

App. Date: December 8, 2017

Application No: Final

Distribution to:
☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

From: Metro Paving LLC
Patton Ave
Babylon, NY 11704

500 West

Period to: November 4, 2017

Project No:

Contract Date:

Contract For: Via Architect: de Bruin Engineering

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM	160,000.00
2. Net Change By Change Orders	0.00
3. CONTRACT SUM TO DATE	160,000.00
4. TOTAL COMPLETED AND STORED TO DATE	160,000.00

5. RETAINAGE:

a. of Completed Work	0.00
b. of Stored Material	0.00

TOTAL RETAINAGE

0.00
160,000.00
152,000.00
8,000.00
0.00

6. TOTAL EARNED LESS RETAINAGE

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approval this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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

CONTRACTOR: Metro Paving LLC

By: Dennis P. Kellerman Date: December 8, 2017

State of: NY County of: Suffolk

Subscribed and sworn before me this 8th day of December, 2017

Dennis P. Kellerman personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are true and accurate to the best of his/her knowledge and belief.

Notary Public: Haydee Burger My Commission Expires Sept. 5, 2018
No. 01BU6152269
Qualified in Suffolk County

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$9000

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: de Bruin Engineering PC

By: J. de Bruin Date: 12/19/2017

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Town of Oyster Bay

Inter-Departmental Memo

TO: Richard W. Lenz, P.E., Commissioner
Department of Public Works

FROM: Office of the Town Attorney

DATE: January 17, 2018

SUBJECT: FINAL ACCEPTANCE
Construction of Pickleball Courts at B-21 in Bethpage, New York
Contract No. DP16-137

In reply to your memorandum dated January 10, 2018, kindly be advised that the records of this office disclose no pending litigation or other obstacles which would prevent final acceptance of the above referenced Contract. In addition hereto, we approve Maintenance Bond No. 015056903M as to form and further advise you to proceed with your Docket Memorandum.

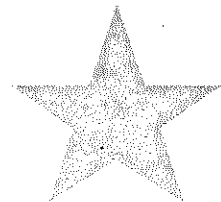
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:ba
2017-6107

cc: Comptroller
Town Clerk (w/original bond)



TOWN OF OYSTER BAY
Inter-Departmental Memo

IT
Sunha

APRIL 24, 2018

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

From: STEVEN C. BALLAS, COMPTROLLER

**Subject: FINAL ACCEPTANCE
RECONSTRUCTION AND REPAIR OF PICKLEBALL COURTS AT B-21
BETHPAGE, NEW YORK
CONTRACT NO. DP16-137**

In response to your memo dated January 10, 2018, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

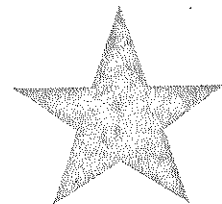


STEVEN C. BALLAS
COMPTROLLER

Enclosure

SCB:mr

cc: Town Attorney w/enclosure
Accounts Payable Division (2)
Reading File



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

January 10, 2018

TO: STEVEN C. BALLAS, COMPTROLLER


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

SUBJECT: FINAL ACCEPTANCE
CONSTRUCTION OF PICKLEBALL COURTS AT B-21 IN BETHPAGE, NEW YORK
CONTRACT NO.: DP16-137

TOWN OF OYSTER BAY
COMPTROLLER'S OFFICE
2018 JAN 11 P 1:55

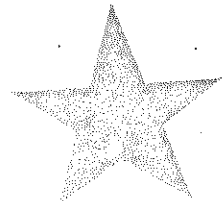
Please review your records as to any financial encumbrances that would prevent final acceptance of the subject project. In accordance with Article 34, Subparagraph (b), Page 38 of the contract agreement, the completion date as approved by the Commissioner of Public Works is November 17, 2017. Attached is a copy of the contractors maintenance bond dated November 17, 2017

The contractor is Metro Paving, LLC, and the final contract amount is \$160,000.00.


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

RWL/MR/SC/lk
Attachments

DP16-137_CONSTRUCTION OF PICKLEBALL COURT_Final Compt



MR



TOWN OF OYSTER BAY
DEPARTMENT OF PARKS

Intra-Departmental Memo

JANUARY 23, 2018


TO: RICHARD W. LENZ, P. E. , COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

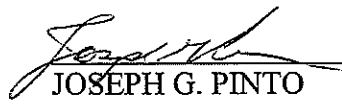
FROM: JOHN C. TASSONE, PARKS ENGINEERING
THROUGH: JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

SUBJECT: FINAL ACCEPTENCE
CONSTRUCTION OF PICKLEBALL COURTS AT B-21
BETHPAGE, NEW YORK / CONTRACT NO. DP16-137

This office is in receipt of your memo dated January 10, 2018 regarding the final acceptance of the above-mentioned subject.

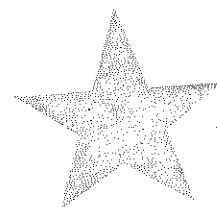
The Parks Department concurs with your recommendation for final acceptance of the Construction of Pickleball Courts at B-21 in Bethpage, New York, Contract No. DP16-137.


JOHN C. TASSONE
PARKS ENGINEERING
DEPARTMENT OF PARKS


JOSEPH G. PINTO
COMMISSIONER
DEPARTMENT OF PARKS

JGP/JCT/nm

DP15-129 final acceptance pickleball



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

January 10, 2018

TO: JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

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

SUBJECT: FINAL ACCEPTANCE
CONSTRUCTION OF PICKLEBALL COURTS AT B-21 IN BETHPAGE, NEW
YORK
CONTRACT NO.: DP16-137

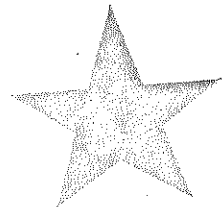
This office is preparing to recommend final acceptance of the above project. Please notify this office if you concur with this recommendation.



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

RWL/MR/SC/ik
Attachments

DP16-137_CONSTRUCTION OF PICKLEBALL COURT_Final Dept



WHEREAS, by Resolution No. 865-2017, adopted on December 12, 2017, the Town Board authorized and directed Lockwood, Kessler & Bartlett, Inc. to perform On-Call Environmental Engineering Services in connection with Contract No. PWC29-18, for a two (2) year period, from January 1, 2018 through December 31, 2019; and

WHEREAS, Lockwood, Kessler & Bartlett, Inc., by letter dated April 24, 2018, described the scope of work to be performed under Contract No. PWC29-18, in an amount not to exceed \$36,400.00, in connection with providing On-Call Engineering Services related to the oversight of the Old Bethpage Landfill remediation program and associated New York State Department of Environmental Control ((NYSDEC) reporting; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memoranda dated April 23, 2018 and May 1, 2018, requested Town Board authorization for Lockwood, Kessler & Bartlett, Inc. to provide the aforesaid On-Call Engineering Services under Contract No. PWC29-18 related to the oversight of the Old Bethpage Landfill remediation program and associated NYSDEC reporting, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$36,400.00 for this purpose; and

WHEREAS, funds in the amount of \$36,400.00 to satisfy said engineering costs are available in Account No. DER SR05 8160 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and Lockwood, Kessler & Bartlett, Inc. is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC29-18, On-Call Engineering Services Relative to Environmental Engineering, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$36,400.00, with funds to be drawn from Account No. DER SR05 8160 44800 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Environmental Resources

Reviewed By
Office of Town Attorney

22

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MAY 7, 2018


TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST AND USE OF SUBCONSULTANT
RELATIVE TO OVERSIGHT OF ENVIRONMENTAL MONITORING PROGRAMS
FOR OLD BETHPAGE LANDFILL
CONTRACT NO. PWC29-18
SUPPLEMENTAL MEMO TO FOLLOW

The Division of Engineering is compiling the necessary paperwork for an on-call consultant service request authorization for Oversight of Environmental Monitoring for the Old Bethpage Landfill for the purpose of conducting the mandated groundwater monitoring services for 2018. Additional information will be provided by supplemental docket memo.

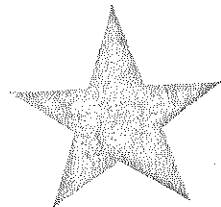
It is hereby requested that a space be reserved at the Town Board meeting of May 22, 2018 for the Town Board to act on a request for authorization under Contract No. PWC29-18.


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


RWL/JCT/MR/IK

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Neil Bergin, Commissioner/Environmental Resources
Daniel Pearl, Deputy Commissioner/Environmental Resources
Kathy Stefanich, Administrative Division/DPW

PWC29-18 LKB DOCKET 2018 GW MONITORING FUNDS RESERVE



23

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

MAY 11, 2018

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 22
DOCKET OF MAY 8, 2018
ON-CALL CONSULTANT SERVICE REQUEST AND USE OF SUB-CONSULTANT
CONTRACT NO. PWC29-18
OVERSIGHT OF OLD BETHPAGE LANDFILL MONITORING PROGRAMS
ACCOUNT NO.: DER SR05 8160 44800 000 0000

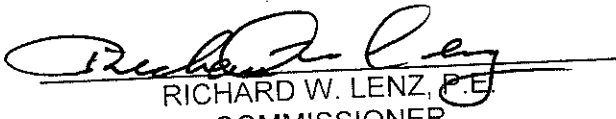
In furtherance to Item No. 22 of the docket of May 8, 2018, The consultant, Lockwood, Kessler & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC29-18 by Resolution No. 865-2017 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated May 4, 2018 from Lockwood, Kessler & Bartlett, Inc. regarding the scope of work to be performed in an amount not to exceed \$36,400.00. Services to be performed include performance of the semi-annual groundwater monitoring program for the Old Bethpage Landfill as per New York State Department of Environmental Conservation protocol.

Attached is an availability of funds in the amount of \$36,400.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DER SR05 8160 44800 000 0000.

Further, the office of Lockwood, Kessler & Bartlett, Inc. requests the use of Environmental Data Services, Inc., as sub-consultant for independent data evaluation services.

It is hereby requested that the Town Board authorize, by Resolution, Lockwood, Kessler & Bartlett, Inc. under Contract No. PWC29-18, On-Call Technical Assistance Relative to Oversight of Old Bethpage Landfill Monitoring Programs, and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that Environmental Data Services, Inc. be authorized as sub-consultant.

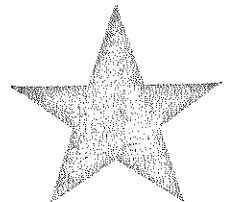

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/NCT/MR/lk

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Neil Bergin, Commissioner/Environmental Resources
Kathy Stefanich, Administrative Division/DPW

PWC29-18 LKB DOCKET 2018 GW MONITORING FUNDS SUPP





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



Requesting Division/Department

ENVIRONMENTAL RESOURCES

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

Contract Number PWC29-18

Contract Period 1/1/2018 - 12/31/2019

Consultant/Contractor LOCKWOOD, KESSLER & BARTLETT, INC.

Discipline OVERSIGHT OF OLD BETHPAGE LANDFILL MONITORING PROGRAMS

Total Authorization \$63,400.00

Resolution No. 865-2017 Date 12/12/2017

Funded To Date \$27,000.00

Amount Requested \$36,400.00

Account To Be Used DER 5205 8160 44800 000 0000

If Capital Account, State The Related Contract Number: _____

Description Of Work

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

2018 GROUNDWATER MONITORING PROGRAM AS MANDATED BY NYSDEC

Work To Be Completed In Contract Period:

Yes ☒ No ☐

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

Required Insurances Are In Effect:

Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect:

Yes ☐ No ☐ N/A ☒

Amount of Bond \$ _____

Requesting Division/Department

Signature

Title

Date

[Signature]
Comptroller
5-2-18

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title

Date

[Signature]
Commissioner of Public Works
5/11/18

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 36,400.00

Unencumbered Balance 194,681.12

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

Yes ☒ No ☐

Signature

Date

[Signature]

5/10/18



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2018

Contract No. PWC 29-18

Contract End 12/31/2019

Commencement Date JANUARY 1, 2018

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

Vendor Name and Address

LOCKWOOD, KESSLER & BARTLETT, INC.

1 AERIAL WAY

SYOSSET, NEW YORK 11791

Requesting Town Department ENVIRONMENTAL RESOURCES

Contact MATTHEW RUSSO, PE Phone 516-677-5719

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

2018 GROUNDWATER MONITORING PROGRAM AS MANDATED BY NYSDEC

This work order shall not exceed \$ 36,400.00

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

Requesting Division/Department

Signature [Signature]

Title _____

Date _____

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Commissioner of Public Works

Date 5/11/18



LOCKWOOD
KESSLER &
BARTLETT
INC.

Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

May 4, 2018
LKB # 2017-0130

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

Attn: Matthew Russo, PE, Engineering Division

Re: TOB Contract No. PWC 29-18, Oversight of the Environmental Monitoring Programs
for the Former Old Bethpage Landfill

Dear Commissioner Lenz,

Lockwood, Kessler & Bartlett, Inc. (LKB) was authorized under Town Board Resolution 865-2017, dated December 12, 2017, to provide oversight of the environmental monitoring programs for the former Old Bethpage Landfill during the two-year period from January 1, 2018 through December 31, 2019. As instructed by the Town on May 3, 2018, LKB will provide services under this contract for the following two tasks during 2018:

Task 1 – Groundwater Monitoring: LKB will conduct two rounds of groundwater monitoring in 2018 required for post-termination monitoring of Recovery Wells RW-1 and RW-2. Samples will be collected from a total of 13 monitoring wells, specifically:

- LF-1
- LF-2
- MW-5B
- MW-6A
- MW-6B
- MW-6C
- MW-6E
- MW-6F
- MW-8A
- MW-8B
- MW-9B
- MW-9C
- OBS-1

Samples will be analyzed in the field for field parameters, and sample containers will be preserved and transported to the Town's contract laboratory Pace Analytical in coolers with ice under chain-of-custody protocol. Samples from both rounds will be analyzed for the existing list of parameters approved by the NYSDEC, specifically volatile organic compounds, total and dissolved metals, and leachate parameters. Samples for dissolved metals will be filtered in the field using dedicated, in-line, high-capacity filters. The samples from the first 2018 monitoring round will also be analyzed for the emerging contaminants 1,4-dioxane and polyfluorinated compounds (PFCs), as requested by the NYSDEC. LKB is familiar with the special precautions that must be taken to avoid sample contamination by PFCs not related to groundwater.

QA/QC-related samples, including a blind duplicate, a field blank and daily trip blanks, will also be collected and analyzed. LKB will also submit at least five percent of the laboratory results to Environmental Data Services, Inc. for independent data validation per NYSDEC requirements. This firm performs data validation for the Town for the Syosset Landfill groundwater monitoring, but we request that they be approved for this project as well.

AN EQUAL OPPORTUNITY EMPLOYER

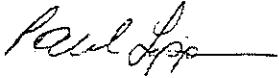
Task 2 – Report Preparation: LKB will review the field and laboratory results for each monitoring round and prepare a total of two reports that will discuss the results, identify exceedances of groundwater standards, if any. The reports will also provide cumulative trends of the results, as requested by NYSDEC to assess post-termination groundwater quality. LKB will notify the Town of any unexpected results or trends.

LKB estimates the fee to provide the above services, including rental equipment costs and data validation, but excluding laboratory costs, to be \$36,400. Therefore, we respectfully request that \$36,400 be appropriated for Contract No. PWC 29-18, and that Environmental Data Services, Inc. be approved as a subcontractor for this project.

We appreciate the opportunity to continue to serve the Town on this project. Should you have any questions regarding this letter please contact our office.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.



Paul Lappano, PE, BCEE, LEED AP
Vice President of Environmental Services

c.c. J. Tassone, PE, Town of Oyster Bay



Lockwood, Kessler & Bartlett, Inc.
One Aerial Way, Syosset, NY 11791
Phone: 516.938.0600 Fax: 516.931.6344

Reviewed By
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner Department of Public Works, by memoranda dated November 27, 2017 and December 4, 2017, advised that the Department of Public Works issued a Request for Proposal to firms seeking to provide On-Call Engineering Services to the Town relative to Oversight of Environmental Monitoring Programs for the Old Bethpage Landfill, resulting in the receipt of three (3) submissions, and after review and analysis of the submissions based upon the technical merits of the responses has selected Lockwood, Kessler & Bartlett, Inc., to perform On-Call Engineering Services in connection with Contract No. PWC29-18, for a two (2) year contract, from January 1, 2018 through December 31, 2019; and

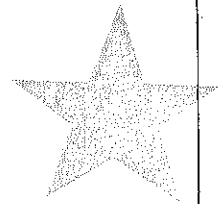
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved and in connection with Contract No. PWC29-18, Lockwood, Kessler & Bartlett, Inc., is hereby authorized and directed to provide On-Call Engineering Services to the Town, relative to relative to Oversight of Environmental Monitoring Programs for the Old Bethpage Landfill, in connection with Contract No. PWC29-18, for a two (2) year contract, from January 1, 2018 through December 31, 2019.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Public Works



WHEREAS, Michele Browner, Cruise Night Committee Chairperson, Oyster Bay-East Norwich Chamber of Commerce, P.O. Box 21, Oyster Bay, New York 11771, by letter dated April 14, 2018, requested the use of fifteen (15) complete barricades, twenty (20) orange cones and twelve (12) SORT recycling pails, as well as the closure of Audrey Avenue from South Street, Oyster Bay, New York, past the Town Hall buildings down to the Railroad Plaza, including Municipal Parking Field O-8 on the east side of lower Audrey Avenue and along Shore Avenue from Spring Street to Maxwell Street, for its Classic Car Cruise Nights, to be held every Tuesday evening between the hours of 5:30 p.m. through 10:00 p.m., from May 29, 2018 through September 25, 2018; and

WHEREAS, John P. Bishop, Deputy Commissioner of the Highway Department, by memorandum dated May 2, 2018, has advised that the Highway Department is able to, and will, provide fifteen (15) complete barricades, twenty (20) orange cones and twelve (12) SORT recycling pails to the Chamber of Commerce, for the evenings requested; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Highway Department is hereby authorized to provide fifteen (15) complete barricades, twenty (20) orange cones and twelve (12) SORT recycling pails, the closure of Audrey Avenue from South Street, Oyster Bay, New York, past the Town Hall buildings down to the Railroad Plaza, including Municipal Parking Field O-8 on the east side of lower Audrey Avenue and along Shore Avenue from Spring Street to Maxwell Street, to the Oyster Bay-East Norwich Chamber of Commerce, for its Classic Car Cruise Nights, to be held every Tuesday evening at 5:30 p.m. through 10:00 p.m., from May 29, 2018 through September 25, 2018, subject to the following conditions:

1. The Oyster Bay-East Norwich Chamber of Commerce, will itself supply and install the temporary "No Parking" signs required for this event;
2. The Oyster Bay-East Norwich Chamber of Commerce must provide the Town with proof that they notified the Nassau County Police Department, Oyster Bay Fire Company #1 and Atlantic Steamer Fire Department of the road closures;
3. The use of all Town property for these activities shall in each and every case be in conformance with the direction of the Commissioner of the Department of Highways, or his duly authorized representative;

4. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the aforescribed activities and its use of Town property; and

5. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization is covered by General Liability Insurance in the amounts of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured in connection with the aforescribed activities.

-#-

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Public Works
Parks
Public Safety

23

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 2, 2018

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: THE OYSTER BAY-EAST NORWICH CHAMBER OF COMMERCE
CLASSIC CRUISE NIGHTS – TO BE HELD TUESDAY EVENINGS
MAY 29th THROUGH SEPTEMBER 25th 2018 EXCEPT JUNE 26th DUE TO AN EVENING BOARD
MEETING

Enclosed please find a copy of the letter from Michele Browner, chairperson, requesting our assistance on behalf of the Oyster Bay-East Norwich Chamber of Commerce in hosting Classic Cruise Nights every Tuesday evening on Audrey Avenue in Oyster Bay from May 29, 2018 through September 25, 2018. Tuesday, June 26th will be replaced with Thursday, June 28th due to an evening Town Board Meeting.

The Highway Department has no objection to the Oyster Bay-East Norwich Chamber of Commerce utilizing Audrey Avenue, lower Audrey Avenue and Spring Street in Oyster Bay every Tuesday evening from 5:30 pm until 10:00 pm while hosting the Classic Cruise Nights from May 29, 2018 through September 25, 2018. The event is to be held on Audrey Avenue from South Street, past the Town Hall buildings down to the Railroad Plaza, including Municipal Parking Field O-8 on the east side of lower Audrey Avenue and along Shore Avenue from Spring Street to Maxwell Avenue. The Cruise Night Committee, in an effort to ease congestion, is requesting the use of fireman's field to stage cars prior to the 5:30 start time.

In addition, the Organization has made arrangements to facilitate traffic flow with parents picking up children at Oyster Babies (Children's Day Care Center) on Audrey Avenue in Oyster Bay.

Further, the Oyster Bay-East Norwich Chamber of Commerce will supply and install the temporary "No Parking" signs every Tuesday evening during Cruise Nights from May 29, 2018 through September 25, 2018 and insures that the area residents will not be inconvenienced in any way by this event.

The Highway Department will be pleased to provide fifteen (15) complete barricades, twenty (20) orange cones and twelve (12) SORT pails for Classic Cruise Nights.

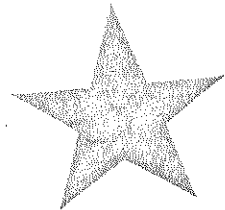
Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this event. Therefore, Town Board approval is requested.

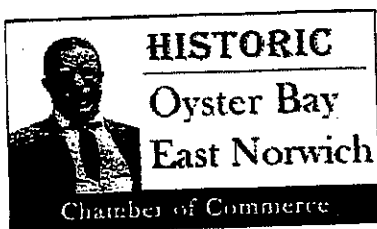

JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/taw
Attachments

C: Town Attorney (7) copies
Doug Robalino, General Foreman 002
Richard Lenz, Commissioner DPW

Justin McCaffrey, Commissioner of Public Safety
Parks Department





2018 BOARD

Officers

Alex Gallego- President
Ravin Chetram- Vice President
Susan Dembo- Secretary
Walter Imperatore- Treasurer
Michele Browner - Past President

Directors

Kerry Bonamico
Robert L. Brusca, Esq.
Chris Cadigan
Kelly Fuhrmann
Rich LaMarca
Patrick Lough
Rustan Lundstrum
David Martin
Jim Perna
Dawn Riley
Ryan Schlotter

Board Members Emeritus

Austin Azzaretto
Paige Dawson

Executive Administrator

Darcy Tabako

PO Box 21
Oyster Bay, New York 11771
(516) 922-6464
obenchamber@gmail.com
www.visitoysterbay.com
www.visiteastnorwich.org

April 14, 2018

Richard Lenz, Deputy Commissioner
Town of Oyster Bay DPW, Highway Dept.
150 Miller Place
Syosset, NY 11791

Dear Mr. Lenz:

The Oyster Bay-East Norwich Chamber of Commerce is hereby requesting the closing of Audrey Avenue in Oyster Bay Hamlet (from South Street past Spring Street down Lower Audrey Avenue to the Rail Road Museum, and to the corner of Maxwell Avenue) for all Tuesdays from May 29, 2018 through September 25, 2018 (Except Tuesday June 26, 2018 due to TOB evening Board Meeting) and Thursday June 28, 2018). We also request to close Spring Street (from West Main Street north to Lower Audrey Avenue). Finally, we request the use of the parking lot on the east side of Lower Audrey Avenue just north of Audrey Avenue. This is for the weekly Classic Car Cruise Nights sponsored by the Oyster Bay-East Norwich Chamber of Commerce.

We request the permit from 5 p.m. with barricades being raised and street closure at 5:30 p.m.

In the interest of safety and trying not to have show cars arrive excessively early and present traffic hazards on these streets, we are requesting use of Firemen's Field in order to stage vehicles prior to the show, beginning to have them gather in Firemen's Field sometimes as early as 3:30pm. We have purchased our own cones and stanchions to keep them gathered and lined up in one section of the parking lot.

We request 15 barricades 20 cones and 12 recycle pails if they are available.

The required Certificate of Insurance with Endorsements naming the Town of Oyster Bay as additional insured is attached.

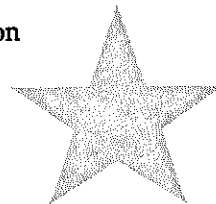
We ask that a copy of the resolution and an actual permit be sent to the OBCC offices at the address above. We thank the Town for all its cooperation and assistance in making Cruise Nights the huge success they have become.

If there are any questions please contact me directly at 516-532-3086.

Sincerely,

Michele Browner

Michele Browner
Cruise Night Committee Chairperson





OYSTBAY-02

KDUCHARME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brooks Robb & Callahan PO Box 118 Oyster Bay, NY 11771	CONTACT NAME PHONE (A/C, No. Ext): (516) 922-6500 FAX (A/C, No.): (516) 922-6272 EMAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Ins Co of the Midwest INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Oyster Bay - East Norwich Chamber of Commerce PO Box 24 Oyster Bay, NY 11771	

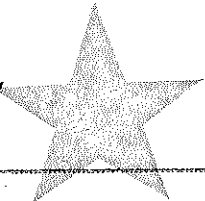
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.					
INSR CTR	TYPE OF INSURANCE	ADDL INSR INSD W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	X	12SBMUQ3886	05/10/2018	05/10/2019
				LIMITS	
				EACH OCCURRENCE \$ 1,000,000	
				DAMAGE TO RENTED PREMISES (Eq. contamination) \$ 300,000	
				MED EXP (Any one person) \$ 10,000	
				PERSONAL & ADV INJURY \$ 1,000,000	
				GENERAL AGGREGATE \$ 2,000,000	
				PRODUCTS - COM PROP AGG \$ 2,000,000	
				COMBINED SINGLE LIMIT (Eq. & 3rd party) \$	
				BODILY INJURY (Per person) \$	
				BODILY INJURY (Per accident) \$	
				PROPERTY DAMAGE (Per accident) \$	
				EACH OCCURRENCE \$	
				AGGREGATE \$	
				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
				E.I. EACH ACCIDENT \$	
				E.I. DISEASE - EA EMPLOYEE \$	
				E.I. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is included as Additional Insured for Classic Car Cruise Nights from May 23, 2018 through September 25, 2018.					

CERTIFICATE HOLDER	CANCELLATION
Town of Oyster Bay Department of Public Works/Highway 150 Miller PL Syosset, NY 11771	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 <i>Kristen Ducharme</i>

ACORD 25 (2016/03)

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Reviewed By
Office of Town Attorney*B.M.*



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the inception Date of the policy unless another date is indicated below:

Policy Number: 12 SBM UQ3886 8B

Named Insured and Mailing Address: OYSTER BAY EAST NORWICH CHAMBER OF
COMMERCE
PO BOX 21
OYSTER BAY NY 11771

Policy Change Effective Date: 05/10/18

Effective hour is the same as stated in the
Declarations Page of the Policy.

Policy Change Number: 002

Agent Name: BC CONSULTING SERVICES LLC
Code: 128208 ,

POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

TH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form 88 1211 04 09 T
Process Date: 04/19/18

Page 001

Policy Effective Date: 05/10/18
Policy Expiration Date: 05/10/19

Reviewed By
Office of Town Attorney

POLICY NUMBER: 12 SEM UQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001
ISLAND PROPERTIES, LLC
C/O RENAISSANCE PROPERTY ASSOC.
1600 OLD COUNTRY RD, STE 101
PLAINVIEW, NY 11803

OYSTER BAY CHARITABLE FUND, OYSTER BAY ROTARY CLUB
PO BOX 132
OYSTER BAY, NY 11771

TOWN OF OYSTER BAY
150 MILLER PL
SYOSSET, NY 11791
RE: ANNUAL CAR CRUISE NIGHTS MAY 29 2018 - SEPTEMBER 25 2018

TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS
150 MILLER PL
SYOSSET, NY 11791
RE: MAY 18, 2016 TASTE OF THE TOWN

TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS / SAFETY
150 MILLER PL
SYOSSET, NY 11791
RE: CLASSIC CAR CRUISE NIGHTS MAY 29 2018 - SEPTEMBER 25 2018

OYSTER BAY WATER DISTRICT
45 AUDREY AVE
OYSTER BAY, NY 11771
RE: ANNUAL CAR CRUISE NIGHTS MAY 29 2018 - SEPTEMBER 25 2018

ISLAND PROPERTIES LLC
C/O RENAISSANCE PROPERTY ASSOC
1600 OLD COUNTRY RD SUITE 101
PLAINVIEW, NY 11803
RE: MAY 18, 2016 - FOR PATIO BEHIND 10 AND 24 AUDREY AVE, 82 SOUTH
STREET, 78 SOUTH ST, 62 SOUTH STREET ALL IN OYSTER BAY, NY FOR
TASTE OF THE TOWN

OYSTER BAY WATER DISTRICT

Reviewed By
Office of Town Attorney

POLICY NUMBER: 12 SEM UQ3686



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

45 AUDREY AVE
OYSTER BAY, NY 11771
RE: CAR CRUISE NIGHTS MAY 29 2018 - SEPTEMBER 25 2018

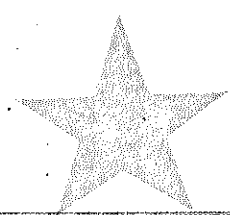
TOWN OF OYSTER BAY DEPT OF PARKS
977 HICKSVILLE RD
MASSAPEQUA, NY 11758
RE: CLASSIC CAR CRUISE FOR MAY 29 2018 - SEPTEMBER 25 2018
TOWN OF OYSTER BAY - DEPT OF PUBLIC WORKS
150 MILLER PL
SYOSSET, NY 11791
RE: CLASSIC CRUISE CARS MAY 29, 2018 - SEPTEMBER 25, 2018

TOWN OF OYSTER BAY
DEPARTMENT OF HIGHWAY
150 MILLER PL
SYOSSET, NY 11791
RE: HOLIDAY MARKET & TREE LIGHTING
RE: DECORATIVE LIGHTING OF HAMLETS

TOWN OF OYSTER BAY DEPT OF PARKS
977 HICKSVILLE RD
MASSAPEQUA, NY 11758

Reviewed By
Office of Town Attorney

Form IN 1200 11 65 T SEQ. NO. 002 Printed in U.S.A. Page 002 (CONTINUED ON NEXT PAGE)
Process Date: 04/19/18 Expiration Date: 05/10/19



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

This Agreement is made this 13 day of April 2018, by Oyster Bay - E. Norwich Chamber of Commerce (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Audrey Ave., Lower Audrey Ave., Spring St., parking lot east side of Audrey Ave., Firemen's Field for pre-event car staging 15 barricades, 20 cones, 12 soft pails For the event described as Cruise Night The property/equipment is need from May 29, 2018 to Sept-25-2018 The event for which the property and/or equipment is requested () is (☒) is not a not a profit making event.

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

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

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

Name of Organization:

Oyster Bay - E. Norwich Chamber of Commerce

Address of Organization:

P.O. Box 21
Oyster Bay, NY 11771

By: Michele Browner
Authorized Representative

Title: Committee Chairperson

Telephone Number: [REDACTED]

Reviewed By
Office of Town Attorney

[Signature]



DATE: 4/25/18

TO: HIGHWAY OPERATIONS

SUBJECT: OBEN Chamber of Commerce Weekly Classic Car Cruise Night

PLEASE DELIVER TO:

OBEN CC will contact
Lake ave yard to arrange delivery

CONTACT: Michele Browner
[REDACTED]

DATE OF EVENT:

5/29/18 every tues
through 9/25/18

BARRICADES: 15

CONES: 20

SORT PAILS: 12

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 5/29/18

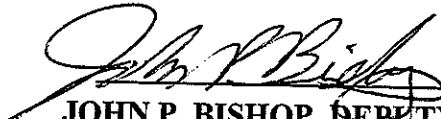
PICKUP ON: 9/25/18

SWEEPING BEFORE AFFAIR IS NEEDED:

	XX
YES	NO

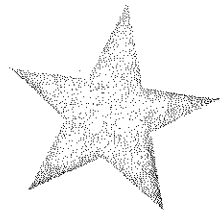
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/taw


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Peter Brown, Regional Foreman 003
Dave Ryan, Area Foreman 013
Jeff VanNostrand

Billy Fox, DPW Admin
Dan Kornfeld
Public Safety Division



WHEREAS, Meredith Maus, Executive Director, Oyster Bay Main Street Association, 21 West Main Street, Oyster Bay, New York 11771, by letter dated April 18, 2018, has requested the use of twelve (12) complete barricades and sixteen (16) traffic cones, as well as the closing of Audrey Avenue in Oyster Bay, between Town Hall and Townsend Park and the Audrey Avenue Extension, with the installation of "No Parking" signs from 5:30 p.m. through 9:30 p.m., for the Dancing in the Street event, being held on July 6, 13, 20, and 27, and August 3 and 10, 2018, from 7:00 p.m. until 9:00 p.m.; and

WHEREAS, John P. Bishop, Deputy Commissioner of the Highway Department, by memorandum dated April 26, 2018, has advised that the Highway Department has no objection to providing same to the Oyster Bay Main Street Association, and to closing Audrey Avenue, on said dates and said times for the Dancing in the Street event; and

WHEREAS, the 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 requests as hereinabove set forth are hereby accepted and approved, and the Highway Department is hereby authorized to provide the use of twelve (12) complete barricades and sixteen (16) traffic cones, as well as the closing of Audrey Avenue in Oyster Bay, between Town Hall and Townsend Park and the Audrey Avenue Extension, with the installation of "No Parking" signs from 5:30 p.m. through 9:30 p.m., for the Dancing in the Street event, being held on July 6, 13, 20 and 27, and August 3 and 10, 2018, from 7:00 p.m. until 9:00 p.m., subject to the following terms and conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly designated representative;
2. The Nassau County Police Department, Oyster Bay Fire Company No. 1 and Atlantic Steamer Fire Company must be advised of the street closings;
3. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment and in the conduct of the abovementioned activity; and
4. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance in the amounts of \$1,000,000 bodily injury and \$500,000 property damage and naming the Town of Oyster Bay as an additional insured in connection with the abovementioned activity.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway
Public Safety

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 26, 2018

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: OYSTER BAY MAIN STREET ASSOCIATION
DANCING IN THE STREET
TO BE HELD FRIDAY EVENINGS – AUDREY AVENUE, OYSTER BAY
JULY 6th, 13th, 20th, 27th, August 3rd and 10th 2018

Enclosed please find a copy of the letter from Meredith Maus, Executive Director, requesting our assistance on behalf of the Oyster Bay Main Street Association in conducting the 8th season of the "Dancing in the Street" events on Audrey Avenue in Oyster Bay on Friday evenings July 6th, 13th, 20th, 27th, August 3rd and 10th 2018.

The Highway Department has no objection to the Oyster Bay Main Street Association utilizing the portion of Audrey Avenue in the Oyster Bay hamlet between Town Hall and the (Gazebo area) Townsend Park and Audrey Avenue which is located across the street from 20th Century Bikes for the "Dancing in the Street" events on Friday evenings from July 6th through August 10th, 2018. The area will be closed from 5:30 p.m. until 9:30 p.m. to allow for set-up and break-down. The actual hours of the events will be from 7:00 p.m. until 9:00 p.m.

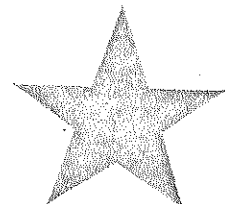
Further, the Highway Department will be pleased to provide twelve (12) complete barricades and sixteen (16) traffic cones and "No Parking" signs which will state the dates and times of the events to help traffic control and to keep cars off the street for the events, from July 6th thru August 10th, 2018.

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


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/taw

C: Town Attorney (7) copies
Richard Lenz, P.E. Commissioner DPW
Doug Robalino, General Foreman 002
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Department of Public Safety





OYSTER BAY

MAIN STREET ASSOCIATION

April 18, 2018

Officers

President

Sandra Coudert Graham

Vice-President

John Bonifacio

Treasurer

Alex Urden

Secretary

Antonius Heijmen

Board of Directors

Claude Bahnik

Linda Cassola

Henry C. Clark

Kevin Curry

Timothy DiPietro

Mario Gallo

Richard McKean

Diane Meltzer

Alexis Pagano

Advisory Board

Roger Bahnik

Jack Bernstein

John Collins

Harriet Gerard Clark

Kelly Fuhrmann

Re. Steve Israel

Billy Joel

Hunt & Betsy Lawrence

Hon. Carl Marcellino

Colleen McKean

Bob Santos

Dr. Laura Seinfeld

William Sheeline

Dottie Simons

John Specce

Donald Zoeller

Honorary Trustee

George O'Neill

Staff

Vice Executive Director

Meredith Maus

Project Manager

Sasha Freedman

Commissioner John Bishop
Town of Oyster Bay Highway Department
150 Miller Place
Syosset, New York 11791

Re: Oyster Bay Main Street Association Request to Host "Dancing in the Street"

Dear Mr. Bishop,

The Oyster Bay Main Street Association is hereby requesting that Audrey Avenue in the hamlet of Oyster Bay, between Town Hall and the municipal parking lot be closed for the 8th season of the "Dancing in the Street" events organized by the Oyster Bay Main Street Association.

We are requesting this closure for the following dates:

Friday, July 6, 2018

Friday, July 13, 2018

Friday, July 20, 2018

Friday, July 27, 2018

Friday, August 3, 2018

Friday, August 10, 2018

The hours of the requested street closing for each day will be 5:30 – 9:30 pm to allow for the set up and break down of the event. The actual hours of the event are from 7:00pm to 9:00pm.

To assist with traffic control for the event, we are requesting the use of 12 barricades, 16 cones, and additionally some "No Parking" signage to be placed in the area. The cones and barricades will need to be delivered on every event day, by 5 pm, to the parking lot on Audrey Avenue Extension that serves the Town Hall and is located across the street from 20th Century Cycles. The Oyster Bay Main Street Association will be responsible for the equipment from July 6, 2018 through to August 10, 2018. To clarify specifics regarding the no parking signage, we are requesting that Mr. Kelly of the sign department contact us at his convenience.

If there are any questions or further requirements you may contact me directly at 516-922-6982.

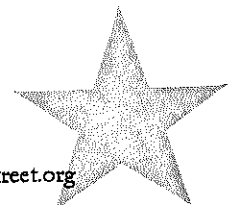
Sincerely,

Meredith Maus

Executive Director

mamaus@oysterbaymainstreet.org

P.O. Box 116 • Oyster Bay, NY 11771 • Tel (516) 922-6982 • www.oysterbaymainstreet.org





OYSTBAY-01

ACRUZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Geo. V. Bullen & Son Inc. 3333 New Hyde Park Road Suite 300 New Hyde Park, NY 11042	CONTACT NAME: PHONE (A/C No, Ext): (516) 482-7200 FAX (A/C No): (516) 439-4341 E-MAIL: mail@gvbulen.com ADDRESS:
INSURED Oyster Bay Main Street Association Inc. PO Box 116 Oyster Bay, NY 11771	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		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.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOC OTHER:	X	B4025932909	06/03/2018	06/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Dancing in the Street Event

Event will take place on days 7/6/18, 7/13/18, 7/20/18, 7/27/18, 8/3/18, 8/10/18 from 5:50 pm to 9:30 pm

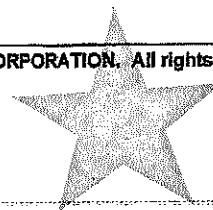
The Town of Oyster Bay is included as additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
The Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Reviewed By Office of Town Attorney 	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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POLICY NUMBER: 4025932909

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

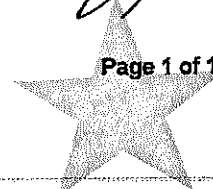
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Reviewed By
Office of Town Attorney



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

This Agreement is made this 20th day of April 2018, by the Oyster Bay Main Street Association, Inc. (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 12 barricades, 16 cones for traffic control. These will need to be delivered on every event day, by 5 pm, to the parking lot on Audrey Avenue Extension that serves the Town Hall and is located across the street from 20th Century Cycles.

For the event described as Dancing in the street.

The property/equipment is need on 7/6; 7/13; 7/20; 7/27; 8/3; 8/10 from 5:00 pm to 9:30 pm

The event for which the property and/or equipment is requested () is (X) is not a profit making event.

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

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

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

Name of Organization:

Oyster Bay Main Street Association, Inc.

Address of Organization:

P.O. Box 116

Oyster Bay, NY 11771

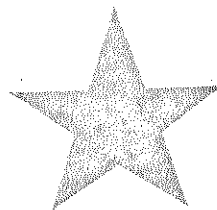
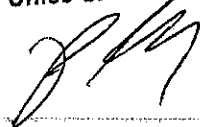
By: 

Authorized Representative

Title: Executive Director

Telephone Number: 516.922.6982

Reviewed By
Office of Town Attorney




DATE: 4/25/18
TO: HIGHWAY OPERATIONS
SUBJECT: OBMSA Dancing in the Streets

PLEASE DELIVER TO:	DATE OF EVENT:	7/6/18 every Friday through 8/10/18
the parking lot on Audrey Avenue across from 20 th Century Bikes	SNOW FENCE:	
	BARRICADES:	12
CONTACT: Diane Meltzer 516-313-1683	CONES:	16
	SORT PAILS:	
	PORTABLE LIGHTS:	
	GENERATOR:	
	PACKER:	
	DELIVER ON:	July 6, 2018
	PICKUP ON:	August 13, 2018

SWEEPING BEFORE AFFAIR IS NEEDED:	XX	
	YES	NO

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

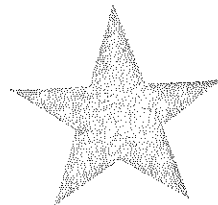
JPB/taw



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Peter Brown, Regional Foreman 009
Dave Ryan, Area Foreman 013
Jeff VanNostrand

Dan Kornfeld
Public Safety Division



Meeting of May 22, 2018

Resolution No. 360-2018

WHEREAS, Marta Kane, Public Information Office, by memoranda dated May 8, 2018 and May 11, 2018, requested Town Board authorization for the Town of Oyster Bay to accept donations of various items from Town of Oyster Bay businesses for the Women of Distinction Ceremony to be held on Thursday, May 31, 2018 at 6 p.m., at the William P. Bennett Hicksville Community Center, and

WHEREAS, in the aforementioned memoranda Ms. Kane detailed the proposed donations as follows: Merritt Bakery in North Massapequa has offered to donate a large sheet cake valued at approximately \$90.00, Bayview Florist in Massapequa has offered to donate 10 corsages valued at approximately \$291.00, and Balloons N' More in North Massapequa has offered to donate balloons valued at approximately \$125.00 to decorate the facility; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the acceptance of the donations as set forth hereinabove.

-#-

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

cc: Supervisor
Town Attorney
Comptroller
Public Information

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

30

Town of Oyster Bay Inter-Departmental Memo

May 11, 2018

TO: MEMORANDUM DOCKET

FROM: Marta Kane, Public Information Office

**RE: SUPPLEMENTAL MEMO TO MD 5/08 #25;
DONATIONS FOR WOMEN OF DISTINCTION CEREMONY –
THURSDAY, MAY 31, 2018**

The Town will be hosting a ceremony honoring women in our communities on Thursday, May 31, 2018 at the William P. Bennett Hicksville Community Center. For the ceremony, some local businesses have offered to donate some items to help add to the festivities of the event.


The following items are being offered:

Merritt Bakery in N. Massapequa will be donating a large sheet cake, valued at approximately \$90;

Bayview Florist in Massapequa will be donating 10 corsages, valued at approximately \$291;

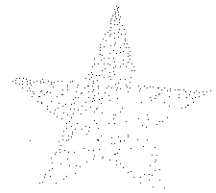
Balloons N' More in Massapequa will be donating balloons to decorate the facility, valued at approximately \$125.

We are requesting Town Board approval at the May 22nd Board meeting so we may accept these donations.


Marta Kane
Public Information Office

MK/bhs

cc: Town Attorney (Original + 7copies)



BALLOONS N' MORE

1170 SUNRISE MALL
MASSAPEQUA, NY 11758
WWW.BNMUNIQUE.COM
516-501-0135

Invoice

DATE	INVOICE #
5/2/2018	12234

BILL TO
JOSEPH SALADINO 512 PARK BLVD MASSAPEQUA, NY 11762

SHIP TO
DEL 5/31 Thurs 4-5 FOR 6PM WOMEN OF DISTINCTION Hicksville Community Center 28 W Carl St,

SOURCE	DEL DATE	DEL TIME	M/L Y/N	ACCT#	DAYTIME#	CC#	EXP DATE:
RP	5/31/2018	4-5PM	Y	SALADINO			
ITEM	DESCRIPTION				QTY	RATE	AMOUNT
AOC1995	PINK & WHITE ALL OCCASION CENTERPIECE 6 LATEX 1 MYLAR ARRANGED WITH RIBBONS AND STREAMERS ON MYLAR WEIGHTS				5	24.99	124.95T
DONATION	3 FOR TABLES 2 FOR FLOOR DONATION DISCOUNT TAX RATE					-124.95 8.625%	-124.95 0.00
A 50% NON-REFUNDABLE DEPOSIT IS REQUIRED TO HOLD DATE & TIME. THE REMAINING BALANCE IS DUE 3 DAYS PRIOR TO YOUR EVENT. CHANGES OF UP TO 10% OF YOUR ORDER CAN BE MADE UP TO 3 DAYS PRIOR TO YOUR EVENT. NO REFUNDS WILL BE GIVEN FOR SPECIAL ORDERS. THANK YOU FOR CHOOSING BALLOONS N' MORE						Total	
CUSTOMER SIGNATURE:						\$0.00	
						Web Site	
						WWW.BNMUNIQUE.COM	

Marta Kane

From: Jennifer Wallick
Sent: Thursday, May 10, 2018 6:09 PM
To: Marta Kane
Subject: FW: Order details for 098210

Here you go!

From: bayviewflorist@aol.com [mailto:bayviewflorist@aol.com]
Sent: Thursday, May 10, 2018 5:21 PM
To: Jennifer Wallick
Subject: Order details for 098210

Here are the details of the order you placed. If you have any questions, please call us at the number listed below.
Thanks for your business.

Bayview Florist & Montage
4736 Sunrise Hwy.
Massapequa Park, New York 11762
(516) 799-7222

Order Number: 98210
Delivery Date: 05/31/2018
Order Date: 04/27/2018

Customer

Account: 2071
Name: Supervisor Joseph S Saladino
Address: Town Of Oyster Bay 54 Audrey Ave
City: Oyster Bay, New York 11771
Telephone: (516) 315-3612

Recipient

Name:
Address:
City:
Telephone:

Product Information

Quantity	Description	Price	Ext. Price
10	10 Corsages. WITHOUT A WRISTLET. Miniature Cymbidiums Neutral. (Donation For Women Of Distinction.)	\$25.00	\$250.00
1	Boutonniere Matching	\$18.00	\$18.00

Delivery:

Service:

Tax:

Total:

\$0.00

\$23.11

\$291.11

Method of Payment

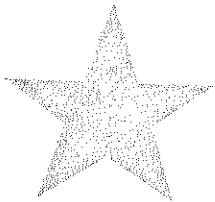
Date	Method	Amount	Name	Reference
04/27/18	Donation	\$10.87	Joseph S Saladino; Assemblyman	
04/27/18	Donation	\$279.16	Joseph S Saladino; Assemblyman	
04/27/18	Donation	\$1.08	Joseph S Saladino; Assemblyman	

Card Message

Special Event
Woman Of Distinction Awards 2018

Bayview Florist & Montage
4736 Sunrise Hwy.
Massapequa Park, New York 11762
(516) 799-7222
bayviewflorist@aol.com
www.bayviewflorist.com

You have received this e-mail from Bayview Florist & Montage in order to better serve you as a loyal customer. If you do not want to receive e-mails on our specials and offers, [please go here](#).



MERRITT BAKERY CORP.

Mike • Ed



"For Quality Products"
CVS SHOPPING CENTER
Phone: 516-694-6835

www.mikethebaker.com

315 NORTH WEST DRIVE - SOUTH FARMINGDALE, NY 11735

TIME _____

DATE

5/31

20

18

NAME

Saladia

PHONE # _____

Size

Full Sheet

Kind

Butter

Filling

Van Cust

Writing (Inscription)

Women of Distinction
2018

Decoration Colors

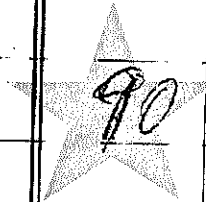
DONATION!

Taken By _____

Price (Total)

Deposit

Balance



25

Town of Oyster Bay Inter-Departmental Memo

May 8, 2018


TO: MEMORANDUM DOCKET

FROM: Marta Kane, Public Information Office

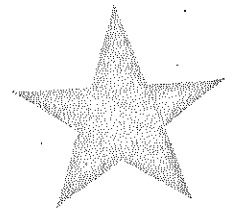
**RE: DONATIONS FOR WOMEN OF DISTINCTION CEREMONY –
THURSDAY, MAY 31, 2018**

The Town will be hosting a small ceremony honoring women in our communities on Thursday, May 31st, at the Hicksville Community Center. For the ceremony, some local businesses have offered to donate goods to help add to the festivities of the event.

Kindly save a space on the May 22, 2018 calendar. Supplemental memo to follow.


Marta Kane
Public Information Office

MK/bhs
cc: Town Attorney (Original + 7copies)



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 15, 2018, requested Town Board approval to conduct the Town of Oyster Bay "Fall Car Classic" car show at TOBAY Beach, on Sunday, September 23, 2018 from 11:00am to 4:00pm, with a rain date of Sunday, October 7, 2018, or as otherwise determined by the Department, as well as Town Board approval to accept registration fees for said event, along with sponsor fees, vendor fees, exhibitor fees and t-shirt revenue; and

WHEREAS, Commissioner Pinto by the above-referenced memorandum has requested approval to set a Fifteen (\$15) Dollar Registration Fee for all vehicles pre-registered prior to the day of the event, and Twenty-Five (\$25.00) Dollar Registration Fee for all vehicles registering on the day of the event; and

WHEREAS, Commissioner Pinto by the above-referenced memorandum requested approval to offer the following sponsorship levels with varying valuation amounts and promotional opportunities: Title Sponsor with a monetary valuation set by the Department, which value shall not exceed Five Thousand (\$5,000) Dollars, Event Sponsor with a monetary valuation set by the Department, which value shall not exceed Two Thousand Five Hundred (\$2,500) Dollars, Sponsor with a monetary valuation set by the Department, which value shall not exceed One Thousand (\$1,000) Dollars, In-Kind Sponsor based on their commitment of service and/or promotional value provided to the event, to be determined by the Commissioner of the Department of Parks or his designee, with a monetary valuation set by the Department, which value shall not exceed Five Thousand (\$5,000) Dollars; and

WHEREAS, Commissioner Pinto by the above-referenced memorandum requested approval to offer Vendors the opportunity to sell products directly to the public and to offer Exhibitors the opportunity to display product and distribute product related literature, each such Vendor or Exhibitor to be allotted a specific 10 x 15 area at the event as designated by the Department of Parks, for a fee of \$150.00; and

WHEREAS, Commissioner Pinto by the above-referenced memorandum requested approval to produce a commemorative t-shirt to be offered for sale at the event at a price to the determined by the Parks Department in an amount not to exceed Twenty (\$20.00) Dollars; and

WHEREAS, all monies collected from the event, including, but not limited to, vehicle Registration Fees, Sponsor Fees, Vendor Fees, Exhibitor Fees and Commemorative t-shirt revenue shall be deposited in the Town of Oyster General Fund Account TWN A0001 02770 590 0000. Upon event reconciliation, 35% of total monies received from the event shall be transferred to the Town of Oyster Bay Car Shows Program Trust Account

Reviewed By

Office of Town Attorney

Elizabeth A. Taughman

TWN TA 0000 00085 438 0000 to be used to develop and execute future events for the Town of Oyster Bay; in addition, a working bank not to exceed Four Hundred (\$400.00) Dollars shall be established from Account No. TWN TA 0000 00085 438 0000 prior to the event to allow on site staff to facilitate the proper change for day-of registrants and/or t-shirt sales. Additional monies may be drawn from the Special Sporting Events Account No. PKS A 7110 47670 000 0000 as needed to supplement any promotional expense incurred from the event. In addition, the Department of Parks may hire an outside organization to arrange for insurance and transportation for specialty vehicles and/or show cars to appear in the show to help promote and/or benefit the event, the cost of which shall not exceed Five Hundred (\$500) Dollars per vehicle; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as detailed above are hereby accepted and approved, and the Department of Parks is hereby authorized to conduct the Town of Oyster Bay "Fall Car Classic" car show at TOBAY Beach, on Sunday, September 23, 2018 from 11:00am to 4:00pm, with a rain date of Sunday, October 7, 2018, or as otherwise determined by the Department, upon the terms as requested by Commissioner Pinto and as set forth hereinabove.

#

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

cc: Supervisor
Town Attorney
Comptroller
Parks

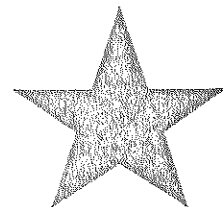
TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET
FROM : JOSEPH G. PINTO, COMMISSIONER OF PARKS
DATE : MAY 4, 2018
SUBJECT : "FALL CAR CLASSIC" CAR SHOW AT TOBAY BEACH

The Department of Parks will submit a formal request for the approval to conduct the "Fall Car Classic" car show at TOBAY BEACH in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board meeting to be held on May 22, 2018.


JOSEPH G. PINTO
COMMISSIONER OF PARKS

c. Town Attorney with 7 Copies



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TOWN OF OYSTER BAY

Inter-Department Memo

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: May 15, 2018

SUBJECT: TOBAY CAR SHOW-SUPPLEMENTAL MEMO TO MD-5/8/18 #7

The Department of Parks requests Town Board approval to conduct a Town of Oyster Bay "Fall Car Classic" car show to be held at Tobay Beach, Sunday, September 23rd, 2018 from 11:00am to 4:00pm. A rain date for the event is set for Sunday, October 7th, 2018 or otherwise determined by this department.

There shall be a registration fee for all cars showing at the event. Fees will be set as follows:

\$15.00 for all cars pre-registered to the date of the event
\$25.00 for all cars registering the day of the event

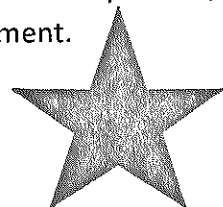
Car owners shall be required to fill out a registration form to register their vehicle online or at a designated location within the Town of Oyster Bay prior to the date of the event.

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

Food and beverage shall be available to the public for purchase from the Town concessionaire at the restaurants at Tobay, as well as on site locations, to be run by concessionaire.

Event entertainment shall also be provided through concessionaire, at no additional cost to the Town of Oyster Bay, with talent selection to be approved by Commissioner of Parks or his designee.

The Department of Parks is seeking Town Board approval to accept the addition of sponsors, vendors and exhibitors to said event, at a fee, to be collected by this department.
Sponsors/vendor/exhibitor fees are as follows:



TITLE SPONSOR

Title sponsorship shall be limited to no more than three organizations and shall include the logo and/or wordmark in the title of the event and appear as such on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising and mailings and shall appear on the front of the event commemorative t-shirt. Title sponsor(s) shall be entitled to a dedicated area at the event, designated by this department for any promotional displays, advertising and giveaways. Valuation of Title Sponsor shall be set by this department and shall not exceed \$5,000.

EVENT SPONSOR

Event sponsors shall be included on all promotional impressions by logo and/or wordmark, including but not limited to printings, posters, banners, press releases and mailings and shall appear on the back of the event commemorative t-shirt. Event sponsors shall be entitled to a dedicated area at the event, designated by this department, for any promotional displays, advertising and giveaways. Valuation of Event Sponsor shall be set by this department and shall not exceed \$2,500.

SPONSOR

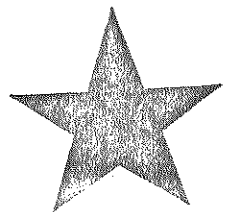
Sponsors shall be included in all mailings by logo and/or wordmark and shall be entitled to a dedicated area at the event, designated by this department, for any promotional displays, advertising and giveaways. Valuation of Sponsor shall be set by this department and shall not exceed \$1,000.

IN-KIND SPONSOR

In-Kind sponsors shall be included in promotional material and may be entitled to a dedicated area at the event, designated by this department, based on their commitment of service and/or promotional value provided to the event, to be determined by the Commissioner of Parks or his designee.

VENDOR

A vendor shall be allotted a 10 X 15 area at the event, designated by this department, and up to two 8ft table, one 6ft table and one 10 X 10 tent to sell product directly the spectators attending the event. Tables and tent shall be the responsibility of the vendor. Valuation of a Vendor shall be set by this department at \$150.



EXHIBITOR

An exhibitor shall be allotted a 10 X 15 area at the event, designated by this department, and up to two 8ft tables, one 6ft table and one 10 X 10 tent to display product and hand out product related literature directly to the spectators attending the event. Tables and tent shall be the responsibility of the exhibitor. Valuation of an Exhibitor shall be set by this department at \$150.

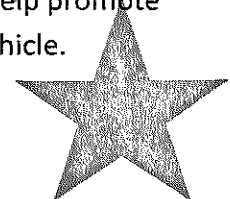
All sponsor and vendor/exhibitors sales opportunities shall be open to the public and advertised on the Town website and shall be additionally posted at the Department of Parks. All sponsors and vendors/exhibitors must be legal, accredited businesses standing within the state of New York and will be required to provide such documentation upon request including but not limited to current certificate of insurance naming the Town of Oyster Bay as additionally insured.

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

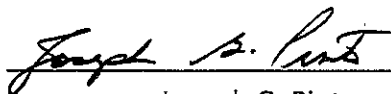
The Department of Parks is seeking Town Board approval to produce a commemorative t-shirt, highlighting the event, to be sold at the event by this department. Shirts shall be ordered through the Town procurement policy. Shirts will be available for public purchase at the event only and will be set at a cost not to exceed \$20 per shirt. Cost will be determined by this department.

All monies collected from said event which shall include but are not limited to car registration fee, event sponsor fee, vendor fee, exhibitor fee and commemorative t-shirt revenue shall be deposited in the Town of Oyster Bay General Fund Account TWN A0001 02770 590 0000. Upon event reconciliation, 35% of total monies received from event shall be transferred to the Town of Oyster Bay Car Shows Program Trust Account TWN TA 0000 00085 438 0000 to be used to develop and execute future events for the Town of Oyster Bay. Additionally, a working bank not to exceed \$400.00 and shall be established from account TWN TA 0000 00085 438 0000 prior to the event to allow on site staff to facilitate the proper change for day of registrants and/or t-shirt sales.

Additional monies may be drawn from the Special Sporting Events account PKS A 7110 47670 000 0000 as needed to supplement any promotional expenses accrued from the car show. The Department of Parks may hire an outside organization to arrange for insurance and transportation for specialty vehicles and/or show cars to appear in the show to help promote and/or benefit the show. The cost of this service shall not to exceed \$500 per vehicle.

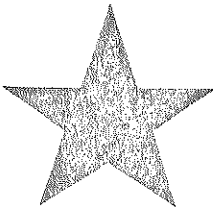


The Department of Parks recommends Town Board approval.



Joseph G. Pinto
Commissioner of Parks

JGP
Cc: Town Attorney (+ 7 copies)



WHEREAS, by Resolution No. 340-2016, adopted on June 21, 2016, the Town Board authorized the Supervisor to enter into an agreement with Zoda, LLC, d/b/a Mad Science of Long Island, P.O Box 401, Woodmere, New York 11598, to provide youth science enrichment camp programs, for the period from July 1, 2016 through June 30, 2017, with the option of five (5) one (1) year mutually agreed upon extension options; and

WHEREAS, Jessica Alfieri, owner and Chief Mad Scientist of Zoda, LLC, d/b/a Mad Science of Long Island letter dated April 11, 2018, requested to extend said agreement at the previously agreed upon increased license fee of 15%, for an additional one (1) year, from July 1, 2018 through Jun 30, 2019, at the existing terms and conditions; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memoranda dated May 4, 2018 and May 11, 2018, requested Town Board authorization to exercise the second one-year extension from July 1, 2018 through June 30, 2019, under the same terms and conditions of the current agreement, at the previously increased, and current, licensing fee of 15% for the period July 1, 2018 to June 30, 2019, and further requested that the Supervisor and/or his designee be authorized to execute said agreement,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Supervisor and/or his designee, is hereby authorized to exercise the second extension option with Zoda, LLC, d/b/a/ Mad Science of Long Island, P.O Box 401, Woodmere, New York 11598, to provide youth science enrichment camp programs, for the period from July 1, 2018 through June 30, 2019, under the same terms and conditions of the original agreement, and that the licensing fee will remain at 15%.

-#-

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

8

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET

FROM : JOSEPH G. PINTO, COMMISSIONER OF PARKS

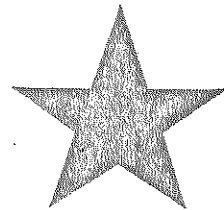
DATE : MAY 4, 2018

SUBJECT : Request for contract extension approval- Zoda, LLC. d/b/a
Mad Science of Long Island

The Department of Parks will submit a formal request for the approval of a contract extension for Zoda, LLC. d/b/a Mad Science of Long Island in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board meeting to be held on June 20, 2017.


JOSEPH G. PINTO
COMMISSIONER OF PARKS

c. Town Attorney with 7 Copies



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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: May 11, 2018

SUBJECT: Supplemental Memo Docket of May 8, 2018, Item # 8 - Contract Extension for the Summer Camp Program- Zoda, LLC. d/b/a Mad Science of Long Island

Pursuant to Resolution No. 340-2016, dated June 21, 2016, the Town Board authorized the Supervisor to enter into a one (1) year contract with five (5), one (1) year mutually agreed upon extension options with Zoda, LLC. d/b/a Mad Science of Long Island. The purpose of this agreement is to provide youth science enrichment and similar camp programs that best utilize the buildings and amenities at various Town facilities.

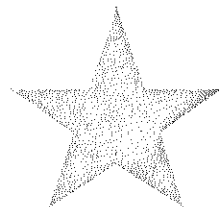
By letter dated April 20, 2018, (attached) Jessica Alfieri, owner and Chief Mad Scientist of Zoda, LLC. d/b/a Mad Science of Long Island, has requested to extend said agreement, after agreeing to increase the license fee from 12% to 15%, for one (1) year from July 1, 2018 through June 30, 2019, all other terms and conditions of the current agreement will stand.

Therefore, it is respectfully requested that the Town Board authorize the Town to extend this agreement for one (1) year as outlined above.


Joseph G. Pinto
Commissioner

Attachments

Cc: Town Attorney (original with 7 copies)



WHEREAS, Frank A. Noccrino, Commissioner of the Department of Parks, and George Baptista, Deputy Commissioner of the Department of Parks, by memoranda dated June 6, 2016 and June 9, 2016, advised that on February 11, 2016, the Parks Department issued a Request for Proposal for "Summer Camp Programs"; and

WHEREAS, in response to that Request for Proposals, three (3) responses were timely received by the Department of Parks; and

WHEREAS, after review of all of the responses that were received by the Department of Parks, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, the Department of Parks recommends and requests that the Town Board authorize the Supervisor to enter into an agreement with Zoda, LLC d/b/a Mad Science of Long Island, P.O. Box 401, Woodmere, NY 11598, to provide youth science enrichment camp programs for one (1) year, effective July 1, 2016 and terminating on June 30, 2017, with the option of five (5) one year, mutually agreed upon, extensions, and Zoda, LLC d/b/a Mad Science of Long Island, shall pay the Town 12% of the annual gross registration receipts each year; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is hereby approved, and the Supervisor is hereby authorized to execute any and all documents necessary to enter into an agreement with Zoda, LLC d/b/a Mad Science of Long Island, P.O. Box 401, Woodmere, NY 11598.

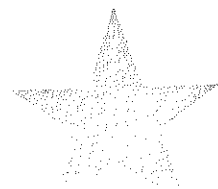
-#-

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

Supervisor Venditto
Councilman Muscarella
Councilman Macagnone
Councilman Caschignano
Councilman Pinto
Councilwoman Alesia
Councilwoman Johnson



cc: Supervisor
Town Attorney
Comptroller (2)
Parks





MAD SCIENCE OF LONG ISLAND

P.O. Box 401 – Woodmere, NY 11598-0401
Tel: (516) 620-6768 Fax: (516) 214-0388
E-Mail: info@madscienceli.org
www.MadScienceLi.org

April 11th, 2018

Commissioner Joseph G. Pinto
Town of Oyster Bay
977 Hicksville Rd.
Massapequa, NY 11758

RE: Agreement dated June 21, 2016 between the Town of Oyster Bay and Zoda LLC, d/b/a Mad Science of Long Island

Dear Commissioner Pinto,

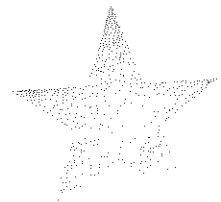
Mad Science of Long Island hereby gives notice that it wishes to exercise the option to extend the RE Agreement for one year, from July 1st, 2018 to (and including) June 30th, 2019, in accordance with clause 32 of the Agreement and subject to the same terms and conditions outlined in the Agreement.

For your reference, I'm attaching Mad Science's price grid for the 2018 camp season.

Please feel free to contact me at the telephone number below if you need any further information.

Yours sincerely,

Jessica Alfieri
Owner & Chief Mad Scientist
Mad Science of Long Island
516-620-6768 ext 111
jessica@madscienceli.org





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604	CONTACT NAME:	
	PHONE (A/C No, Ext): 419-255-1020	FAX (A/C No):
INSURED ZODAL-1 Zoda, LLC dba Mad Science Long Island dba Schoolhouse Chess of Long P.O. Box 401 Woodmere NY 11598	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :Philadelphia Indemnity Ins Co	
	NAIC # 18058	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 723944576 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	PHPK1713933	9/23/2017	9/23/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Abuse & Molestation \$500,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1713933	9/23/2017	9/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional Insured ATIMA per attached CG2010.

CERTIFICATE HOLDER	CANCELLATION
Town of Oyster Bay Attn Douglas Tirpado 977 Hicksville Road Massapequa NY 11758	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Reviewed By Office of Town Attorney 	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Town of Oyster Bay	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

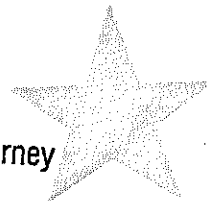
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed By
Office of Town Attorney



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

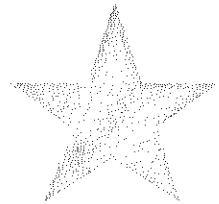
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

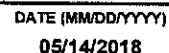
1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





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

This Agreement is made this ____ day of _____, 20____, by HAD SCIENCE OF LONG ISLAND (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Haypath Park, Allen Park and Burns Park

for the event described as HAD SCIENCE SUMMER CAMP PROGRAMS

The property/equipment is needed from JUNE 25, 2018 to AUGUST 31, 2018

The event for which the property and/or equipment is requested (☒) is (☐) is not a profit making event.

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

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

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

Name of Organization

HAD SCIENCE of LONG ISLAND

Address of Organization

P.O. Box 401
Woodmere, NY 11598

By:

[Signature]
Authorized Representative

Title: OWNER

Telephone Number: 516-620-6768 x.111

s: attorney.lfh:lfh:hokharmlessforusetownproppty.equip.docx

Reviewed By
Office of Town Attorney

[Signature]



BIDDER'S DISCLOSURE AFFIDAVIT
CORPORATE

CONTRACT NO.: _____

STATE OF NEW YORK)
 ss.
COUNTY OF)

Jessica Alfieri, being duly sworn, deposes and says:

1. That I reside at 75 Howe Ct., Woodmere, NY 11598

2. That I am the (office held) owner of the (name of corporation) HAD SCIENCE OF LONG ISLAND and am fully familiar with all the facts and circumstances hereinafter set forth.

3. That the business address of (name of corporation) HAD SCIENCE OF LONG ISLAND is (address) P.O. Box 401, Woodmere, NY 11598-0401

4. That said corporation was incorporated under and pursuant to the Law of the State of NEW YORK.

5. That the following are the names and residences of each officer, director and shareholder: (set forth names, residences and relationship to corporation):

JESSICA ALFIERI 75 Howe Ct., Woodmere, NY 11598

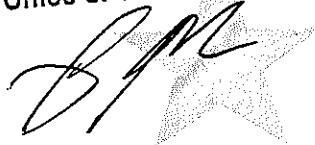
6. That the corporate stock of said corporation has not been pledged to any person nor has any agreement been made to pledge the said stock – except (if any, set forth details): NO stock, the company operates as an LLC.

7. That I am a bidder for the contract which is the subject matter of this application and am familiar with all the facts and circumstances hereinafter set forth.

8. That I am not an officer or employee, and I am not related to an officer or employee of the Town of Oyster Bay – except: (if any, set forth details) _____

9. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the bidder, or an officer, director or partner, member or employee of the bidder, or legally or beneficially owns or controls one (1) percent or more of the stock of the bidder, or is associated with the bidder in a

Reviewed By
Office of Town Attorney



joint venture, or is a party to an agreement with the bidder, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable award of such contract – except (if any set forth details – see General Municipal Law Section 809) _____

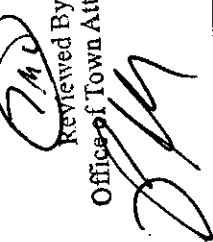
10. That in the event there is any change in the matters set forth herein prior to the award of the contract, deponent(s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

[Signature]
(signed) _____

Sworn to before me this
14 day of May, 2018
[Signature]
NOTARY PUBLIC

RUSSELL DAVID COHEN
Notary Public, State of New York
Qualified in Nassau County
No. 01CO0249580
Commission Expires October 11, 2019



Reviewed By
Office of Town Attorney


RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12th day of June, 2018, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting an amended Local Law entitled, "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO COMPREHENSIVELY REVISE PROVISIONS OF CHAPTER 4, CHAPTER 93, CHAPTER 135, CHAPTER 156, CHAPTER 180, CHAPTER 181, CHAPTER 182, CHAPTER 183, CHAPTER 205, CHAPTER 241, CHAPTER 246 AND REPEAL OF CHAPTER 246, SECTION 246.4-13 FOR ITS INCLUSION IN THE CODE AS CHAPTER 204 – STORMWATER MANAGEMENT AND SEDIMENT AND EROSION CONTROL"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in
Newsday
a newspaper of general circulation in the Town of Oyster Bay pursuant to the provisions of law.
-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Environmental Resources

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12th day of June, 2018, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the manner set forth hereinafter: "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO COMPREHENSIVELY REVISE PROVISIONS OF CHAPTER 4, CHAPTER 93, CHAPTER 135, CHAPTER 156, CHAPTER 180, CHAPTER 181, CHAPTER 182, CHAPTER 183, CHAPTER 205, CHAPTER 241, CHAPTER 246 AND REPEAL OF CHAPTER 246, SECTION 246.4-13 FOR ITS INCLUSION IN THE CODE AS CHAPTER 204 – STORMWATER MANAGEMENT AND SEDIMENT AND EROSION CONTROL" The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: May 16, 2018, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

27

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

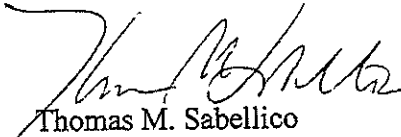
FROM : Office of the Town Attorney

DATE : May 9, 2018

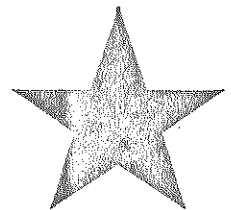
SUBJECT: Proposed Local Law
"A Local Law to Amend the Code of the Town of Oyster Bay"

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of May 22, 2018. Details will follow by supplemental memorandum.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st



32

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : May 16, 2018

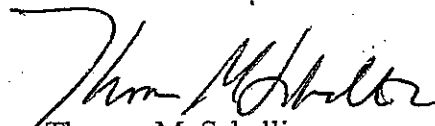
SUBJECT: Proposed Local law entitled:
"A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY,
NASSAU COUNTY, NEW YORK, TO COMPREHENSIVELY REVISE
PROVISIONS OF CHAPTER 4, CHAPTER 93, CHAPTER 135, CHAPTER 156,
CHAPTER 180, CHAPTER 181, CHAPTER 182, CHAPTER 183, CHAPTER 205,
CHAPTER 241, CHAPTER 246 AND REPEAL OF CHAPTER 246, SECTION
246.4-13 FOR ITS INCLUSION IN THE CODE AS CHAPTER 204 –
STORMWATER MANAGEMENT AND SEDIMENT AND EROSION
CONTROL"
Supplemental Memorandum to MD# 27 of May 8, 2018

This office has prepared the following items necessary to establish a new local law referenced above:

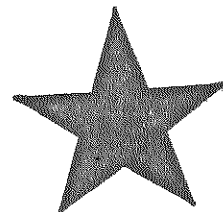
1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

Kindly place this matter on the Town Board Action calendar for May 22, 2018.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st
Enclosure
cc: Town Attorney (w/7 copies)



Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of OYSTER BAY

Local Law No. _____ of the year 2018

A local law entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO COMPREHENSIVELY REVISE PROVISIONS OF CHAPTER 4, CHAPTER 93, CHAPTER 135, CHAPTER 156, CHAPTER 180, CHAPTER 181, CHAPTER 182, CHAPTER 183, CHAPTER 205, CHAPTER 241, CHAPTER 246 AND REPEAL OF CHAPTER 246, SECTION 246.4-13 FOR ITS INCLUSION IN THE CODE AS CHAPTER 204 - STORMWATER MANAGEMENT AND SEDIMENT AND EROSION CONTROL"

Be it enacted by the Town Board of the TOWN OF OYSTER BAY as follows:

Section 1. Legislative Intent

In considering the recommendations of the Commissioners of several Departments in the Town, and the Town Attorney, the Town Board deems it proper and necessary to amend the Code of the Town of Oyster Bay, to correct typographical and/or grammatical errors, to properly define terms, to move Section 246-4.13 from Chapter 246 - Zoning to Chapter 204 - Stormwater Management and Erosion and Sediment Control, and to revise Chapter 241 - Waterways.

Section 2: Amend Section 4-84(B). Enumeration of Divisions, as follows:

- B. Public Information Division. It shall be responsible for channeling all public information and news in all media from and to the Town Board and Supervisor; it shall plan, coordinate and develop all publicity and community relations programs and projects, unless otherwise delegated in any other local law, ordinance or resolution of the Town Board; and it shall generally perform such other public information duties in the service of the Town Board and Supervisor as may be directed respectively thereby.

Section 3: Delete **Section 4-148(B)** and amend **Section 4-148 Organization**, to read as follows:

Section 4-148. Organization.

The Commissioner shall have such powers as shall be necessary for the administration of the Department consistent with applicable provisions of law. Until such time as the same may be either amended or modified, the Department shall be divided into the following Divisions:

- (1) Division of Environmental Planning, Conservation and Outreach;
- (2) Division of Animal Shelter and Wildlife Rehabilitation;
- (3) Division of Town Environmental Quality Review; and
- (4) Division of Solid Waste Disposal and Landfill Remediation.

Section 4: Amend **Section 4-163(C) Enumeration of Divisions**, to read as follows:

C. Division of Marine Enforcement.

- (1) The Division of Marine Enforcement shall have the following responsibilities:

- (a) To administer, manage and supervise the operation and control of the personnel, equipment and facilities of the Town's Bay Constables;
- (b) To perform marine patrol duties and to enforce codes, laws, and ordinances relating to boating safety and traffic and to undertake associated functions in order to ensure the safe and harmonious use of the Town's waterways; and
- (c) To enforce the provisions of Chapter 241, Waterways, of the Code of the Town of Oyster Bay.

- (2) The Nassau County Police Department, the Bay Constables of the Department of Public Safety and the Commissioner of the Department of Public Safety or his or her designee are hereby empowered to enforce the provisions of Chapter 241, Waterways, of the Code of the Town of Oyster Bay, and every person operating and/or in charge of a vessel navigating or using the waterways of the Town, or engaging in any activity on the waterways of the Town, shall at all times obey the lawful orders of the members of such Police Department and Town officers, and such officers shall have the right to stop any vessel navigating or using the

waterways of the Town for the purpose of enforcing Chapter 241.

Section 5: Amend **Section 93-24. Time Limitations**, to read as follows:

Section 93-24. Time limitations.

- A. A building permit under which no work is commenced within six months after its issuance shall expire by time limitation. All building permits shall expire by time limitation if the work has not been concluded and a certificate of occupancy has not been obtained within one year of its issuance. A building permit may be renewed at any time prior to its expiration by the Commissioner of Planning and Development or his or her duly appointed designee where good cause is shown. The cost of such renewal shall be in accordance with the fee schedule as established by the Commissioner of the Department of Planning and Development and paid to the Town, in cash, or by check made payable to the Town of Oyster Bay. A permit which has expired by time limitation pursuant to this section is void and of no further force or effect.
- B. If any excavation or construction shall have been commenced under a permit which has expired by time limitation, the permittee shall, upon due notice from the Commissioner of the Department of Planning and Development or his or her duly appointed designee, remove or demolish the construction and fill in the excavation and restore the ground to its original condition within the time limitation set forth by said Commissioner or said designee.

Section 6: Amend **Chapter 93, Article III**, as follows:

Change the title of **Article III** to read as follows:

ARTICLE III

Certificate of Occupancy, Certificate of Completion

Replace **Sec. 93.28** with the following sections:

Sec. 93-28.1. Certificate of Occupancy, When required.

No building hereafter erected, enlarged, extended or altered shall be occupied or used, in whole or in part, until a certificate of occupancy, certifying that the building conforms to the approved plans and the requirements of this Chapter and stating the purposes for which the building may be used in its several parts, and any special stipulations, shall have been issued by the Commissioner of the Department of Planning and Development or his or her designee and signed by

him/her or his/her authorized assistant. If the occupancy or use of a building is not discontinued during the work of alteration, the occupancy or use of the building shall not continue for more than thirty days after completion of the alteration unless a certificate of occupancy shall have been issued.

Sec. 93-28.2. Certificate of Completion, When required.

When a building permit has been issued for work which does not require a Certificate of Occupancy, the building permit shall remain open until a Certificate of Completion has been issued after a final inspection.

Section 7: Amend Chapter 93, Article IV – Inspections of Elevators, to read as follows:

**ARTICLE IV
Inspections of Elevators**

Sec. 93-34. Definitions.

As used in this article, the following terms shall have the meanings indicated:

CODE – The Building Code of the Town of Oyster Bay, New York State Uniform Fire Prevention and Building Code and approved generally accepted standards.

COMMISSIONER – The Commissioner or Deputy Commissioner of the Department of Planning and Development, or their authorized designees.

ELEVATOR – Any device designed or used for the purpose of moving people or material from one floor to another in a vertical manner, excluding the following: dumbwaiters, escalators or similar devices.

RECOGNIZED ELEVATOR REPAIR OR INSTALLATION COMPANY – An elevator company engaged in the repair, servicing, maintenance or installation of elevators employing service mechanics with a minimum of five years' experience in such repair, maintenance or installation of elevators.

Sec. 93-35. Responsibilities of owners or agents.

- A. It shall be the duty and responsibility of the owners or agents of a building which has an elevator or elevators as defined in Sec. 93-34 of this Code to register and provide the Superintendent of the Division of Building with a complete inspection report, which shall be obtained from a recognized

elevator repair or installation company, an insurance company or a licensed professional engineer. Both hydraulic and cable elevators are required to have written findings of annual load testing. A hydraulic elevator must include pressure test findings. Buildings used for multiple dwelling purposes must comply with the requirements of this section. Buildings used as one-family, two-family or parent-child residences, provided the property owner resides on the premises, shall be exempt from the requirements of this section.

- B. Inspection reports shall be made twice a year. These inspection reports must be filed in the Division of Building prior to the last days of June and December. A license renewal fee, as per the fee schedule established by the Commissioner of the Department of Planning and Development, shall be paid annually before December 31st.

Section 8: Amend Chapter 135, Section 135-8, to read as follows:

Sec. 135-8. Maximum occupancy.

The maximum number of occupants of any building shall be determined based on the requirements of the New York State Uniform Fire Prevention and Building Code, as amended.

Section 9: Amend Chapter 135, Section 135-50, to read as follows:

Sec. 135-50. Exterior lighting.

Any exterior lighting shall be designed to be shielded and shall be maintained so as to contain lighting to the property on which it is located and so that it shall not shine, glow, or interfere with surrounding and neighboring properties or roadways.

Section 10: Amend Chapter 156, Section 156-3, Duties and responsibilities of Town departments, to read as follows:

Sec. 156-3. Duties and responsibilities of Town departments.

- A. The Town of Oyster Bay Department of Public Works shall have the following duties with respect to this Chapter:
- (1) Review of actions of other departments. To request any other department or agency responsible for any proposed or final standard, regulation or similar action or construction activity to consult on the advisability of revising the action, if there is reason to believe that the action is not consistent with this Chapter;
 - (2) Review of public projects. To review public projects, subject to mandatory review or approval by its department, for compliance with this Chapter, if such

- projects are likely to cause sound or vibration in violation of this Chapter;
- (3) Inspections. To stop any owner or operator of any motorboat operated on any public waterway, including but not limited to any Town facility, reasonably suspected of violating this Chapter, and issue a notice of violation and/or summons; and
 - (4) Investigate and pursue violations. To investigate and pursue possible violations of this Chapter.
- B. The Town of Oyster Bay Department of Planning and Development shall have the following duties with respect to this Chapter:
- (1) Review of private projects. To review private projects, subject to mandatory review or approval by its department, for compliance with this Chapter, if such projects are likely to cause sound or vibration in violation of this Chapter;
 - (2) Inspections. Upon presentation of proper credentials, to enter and inspect any private property or place and inspect any report or records at any reasonable time when granted permission by the owner or by some other person with apparent authority to act for the owner. When permission is refused or cannot be obtained, a search warrant or other court order may be sought;
 - (3) Investigate and pursue violations. To investigate and pursue possible violations of this Chapter and to issue notice of violation and/or summons; and
 - (4) Provide capital improvement guidelines. To establish noise assessment guidelines for the evaluation of proposed capital improvements. These guidelines shall assist in the determination of the relative priority of each improvement in terms of noise impact.
- C. The Town of Oyster Bay Department of Environmental Resources shall have the following duties with respect to this Chapter:
- (1) The Town Environmental Quality Review Division, in compliance with state and local law, shall conduct environmental reviews of all actions as required, and in doing so shall apply the provisions of this Chapter.
- D. Nothing in this section shall be construed to preclude enforcement by any duly authorized law enforcement body having jurisdiction in the Town of Oyster Bay.

Section 11: Amend Chapter 180, Section 180-28, to read as follows:

Sec. 180-28. Term.

Each permit issued pursuant to this Chapter in connection with a building permit shall automatically expire or be renewed at the same time as the building permit upon payment of a fee as set forth in the fee schedule established by the Department of Planning and Development.

Section 12: Amend Chapter 181, Section 181-2, to amend the definition of **STORMWATER MANAGEMENT OFFICER** to read as follows:

STORMWATER MANAGEMENT OFFICER

The Commissioner of the Department of Public Works, or his or her designee, who shall be responsible to accept and review stormwater pollution prevention plans, forward the plans to the applicable municipal board and inspect stormwater management practices.

Section 13: Amend Chapter 182, Section 182-7, to read as follows:

Sec. 182.7. Exterior lighting.

Any exterior lighting shall be designed to be shielded and shall be maintained so as to contain lighting to the property on which it is located and so that it shall not shine, glow, or interfere with surrounding and neighboring properties or roadways.

Section 14: Amend Chapter 183, Section 183-11, to read as follows:

Sec. 183-11. Fees.

- A. Fees for approved licenses issued hereunder shall be payable annually and shall be based on the number of persons each place is designed to accommodate as certified by the Commissioner of the Department of Planning and Development or his or her designee and shall be determined according to the amounts indicated in the fee schedule established by the Commissioner of the Department of Planning and Development.
- B. Where there is more than one place, room or area of assembly in the same building and the applicant is the same for all the places, rooms or areas of assembly therein, the fee shall be determined on the basis of the sum of the combined occupancies.
- C. A fee shall be charged in the amount indicated in the fee schedule established by the Commissioner of the Department of Planning and Development.
- D. Any room or building that contains a place of worship, Fire Department, all recreational facilities and assembly halls

owned by the Town of Oyster Bay and other tax exempt organizations shall not be subject to the fee requirements.

Section 15: Amend Chapter 205, Section 205-1, to read as follows:

Sec. 205-1. Accumulation of materials.

No person shall cause or permit any accumulation of sand, gravel, cinders, topsoil, mud, earth, snow, ice, or other materials to be placed, deposited, tracked or flowed or remain upon any street or highway.

Section 16: Amend Chapter 241 – Waterways, to read as follows:

CHAPTER 241 WATERWAYS

Article I General Provisions

- §241-1 Legislative Findings.
- §241-2 Applicability.
- §241-3 State and Federal Regulations.
- §241-4 Registration.
- §241-5 Definitions.
- §241-6 Powers and Duties of the Town Board.

Article II Moorings, Docks, Piers, Floats; Dockage and Mooring of Vessels

- §241-7 Jurisdiction, Rules and Regulations.
- §241-8 Construction of Provisions.
- §241-9 Applications.
- §241-10 Restrictions on Construction.
- §241-11 Maintaining Structure.
- §241-12 Fees.
- §241-13 Inspections.

Article III Operation of Vessels and Water Activities

- §241-14 Operation of Vessels
- §241-15 Muffler Required for Certain Engines.
- §241-16 Pollution.
- §241-17 Hawking and Peddling on Vessels.
- §241-18 Prohibited Locations for Certain Water Activities.
- §241-19 Waterskiing.
- §241-20 Skin Diving.

Article IV Dockage and Mooring of Vessels

- §241-21 Designation of Areas by Town Board
- §241-22 Mooring and Anchoring Rules and Regulations.
- §241-23 Mooring Permit Fees.
- §241-24 Minimum Requirements for Mooring Tackle.
- §241-25 Prohibitive Locations for Certain Activities.
- §241-26 Restrictions on Mooring.

§241-27 Supervision of Moorings.
§241-28 General Requirements.
§241-29 Storage and Handling of Fuels.
§241-30 Vessels Moored in Excess of 72 Hours and Used for Residential Purposes Overnight.

Article V Enforcement

§241-31 Enforcement
§241-32 Summonses
§241-33 Penalty for Offenses
§241-34 Town Attorney Action; Injunctive Relief
§241-35 Educational Programs

ARTICLE I – GENERAL PROVISIONS

Section 241-1. Legislative Findings.

- A. It is hereby declared that the need for a consistent, reasonable and comprehensive policy toward the creation of moorings, docks, piers, floats and the dockage of vessels is of paramount importance for the orderly administration of the waterways of the Town of Oyster Bay.
- B. The Town Board has found that water sports, the dockage of vessels, and the operation of vessels in the waters or waterways of the Town are matters affecting the public interest and consequently should be subject to the supervision and administrative control of Town authority for the purpose of safeguarding the public.

Section 241-2. Applicability.

- A. The provisions of this Chapter, except when prohibited by the laws of the United States or the State of New York, apply to all waters or waterways under control of the Town, and such other municipalities as have delegated their authority to control waterways to the Town, and shall apply to: all docks, piers, floats, bulkheads and moorings which exist and are proposed in said waters or waterways.
- B. These provisions shall not apply to any state, federal or municipal mooring, dock, or other facility.

Section 241-3. State and federal regulations.

- A. The terms of this Chapter shall be construed to conform with the provisions of all federal and state statutes, rules and regulations so as to resolve any apparent discrepancies between the federal and state provisions and the terms of this Chapter.
- B. All boats or vessels operating within the waters of the Town shall comply with all applicable laws, rules and regulations of the state and federal governments.

Section 241-4. Registration.

No motor vessel shall be attached to any mooring, pier, float or dock or operated in waters of the Town of Oyster Bay except if it has currently in effect a registration issued by the State of New York, or in the case of a nonresident owner, by a bureau in the state of his or her residency.

Section 241-5. Definitions

As used in this Chapter, the following terms shall have the meanings ascribed to them:

ANCHOR or ANCHORING

The attachment of or to attach a vessel to the ground by means of tackle so designed that when such attachment is terminated, the tackle in its entirety is removed from the ground and taken under the control of the vessel.

APPLICATION

A written request, verified by any person desiring to establish a mooring, dock, pier, bulkhead or float, setting forth the structure they desire to construct or maintain together with plans and specifications. Copies of all papers, plans and specifications, and applications submitted to the United States Army Corps of Engineers, the New York State Department of Environmental Conservation and the U.S. Fish and Wildlife Service shall be included as well as a radius map depicting all structures, docks, moorings, floats, piers, beaches (both public and private) located on, and the boundary lines of, the two properties on both sides of the premises for which the permit is sought (four properties in total), and any properties which has any frontage on a waterway and is directly opposite from the subject premises, and a chart showing the mean low tide of all areas within 300 feet of such proposed structure.

BOAT or VESSEL

Includes every description of watercraft or other contrivance used on or capable of being used as a means of transportation in water and in air, and shall be deemed to include any airplane capable of landing on water.

BULKHEAD

Any wall constructed of any type of materials adjacent to a watercourse, and shall include all footings, shoring, pilings, deadmen, tiebacks and whalers, or associated devices installed in connection with the construction of said wall.

CHANNEL

Main channels and cross channels connecting with them as delineated by navigation aids placed by the United States Coast Guard or by the town.

COURTESY PERMIT

A permit issued to a shipyard, yacht club or yacht service organization or a municipality for a mooring anchor buoy for transient vessels, vessels permanently moored or docked elsewhere and requiring mooring facilities in Oyster Bay harbor for not more than a two-week period.

DOCK

Any mooring constructed, which is attached to the land, whether underwater or otherwise, by means of pilings or some other system.

FLOAT

Any mooring constructed of materials which float in water, including but not limited to plastic, wood or foam, which may either be attached to the underwater land or to a dock, pier or bulkhead to which a vessel may moor, or may be stored upon.

HOUSEBOAT

Any vessel at any mooring location, including attached to any mooring, dock, pier or float, which is inhabited on a daily basis.

MOORING ANCHOR BUOY

Any float, together with an anchor and connecting lines of any material used to moor a vessel.

MOOR or MOORING (when used as a verb)

- A. The attachment of or to attach a vessel to a pier or dock or other structure; or the attachment of or to attach a vessel to the ground by means of tackle so designed that, when such attachment is terminated, some portion of the tackle remains attached to the ground and is not taken under the control of the vessel.
- B. The fastening of a boat to any part of the highway and leaving the boat unattended by a person capable of operating it, for a period longer than necessary to load or unload passengers or freight.

MOORING (when used as a noun)

Includes all docks, piers and floats to which a boat, ship, barge, raft or any similar device may be attached or any mooring maintained or operated by the Town of Oyster Bay, the United States of America, the State of New York, the County of Nassau or any other town or village, or any department or agency of any such government.

MOORING PERMIT

A permit issued to a person for a mooring anchor buoy for a specific vessel.

MOORING PLACEMENT PERMIT

A permit issued to a person for placing a mooring anchor buoy or buoys on behalf of another person or persons into the Town waters of Oyster Bay Harbor.

NAVIGABLE WATERS

Any area where at the mean low tide there is in excess of three feet between the surface of the water and underwater lands.

OWNER

Includes the person under whose name a vessel was last registered with the United States Coast Guard or with the Commissioner, Parks and Recreation, State of New York or documented or, in the case of a nonresident, by a bureau in the state of his or her residency, and in any other case the last known owner or the person who claims lawful possession of such vessel by virtue of legal title or equitable interest therein which entitles him/her to such possession.

PERSON

Any individual, firm, partnership, corporation, company, association or organization.

PIER

Any mooring constructed of permanent materials, including but not limited to brick, stone, concrete, steel, timber, composite or similar substances and materials, which is permanently attached to the land, whether underwater or otherwise.

SKIN DIVING

Swimming with the intent to explore or photograph in local waters or to hunt fish therein, including using any self-contained underwater breathing apparatus commonly known as an "aqualung," but shall not include bona fide salvage or other commercial operations displaying proper signals.

TOWN

The Town of Oyster Bay, Nassau County, New York.

TOWN BOARD

The Town Board of the Town of Oyster Bay.

WATERS OF OYSTER BAY HARBOR

The waters in Oyster Bay Harbor, Nassau County, New York, within the jurisdictional limits of the Town of Oyster Bay or any waters over which the Town has any jurisdiction by agreement, operation of law or otherwise.

YACHT SERVICE

Any boat yard, yacht club or yacht service organization engaged in such service or fraternity within the limits of the Town of Oyster Bay.

Section 241-6. Powers and duties of the Town Board.

- A. The Town Board is hereby granted the power to promulgate reasonable rules and regulations, from time to time, as it may determine for the administration and enforcement of this Chapter, such regulations to be made public by posting in a conspicuous place in or about the boating and bathing areas and filed with the Town Clerk, the Department of Environmental Resources and the Department of Public Safety for inspection by users or interested persons during regular business hours.
- B. The Town Board is hereby authorized to adopt rules and regulations governing the operation of boats and vessels in the waterways under the control of the Town, subject to obtaining the approval of the Commissioner, Parks and Recreation, State of New York or its successor agency, where applicable
- C. Nothing contained in this Chapter shall prohibit the Town Board from issuing special permits through the Department of Parks for aquatic events, boat races or otherwise render proper supervision and in limited areas for limited periods, after prior approval by the United States Coast Guard or the State of New York, as required, and notification to the Department of Public Safety, the Department of Environmental Resources and the Town Clerk.

ARTICLE II - CONSTRUCTION OR MODIFICATION OF DOCKS, MOORINGS, PIERS, BULKHEADS, FLOATS**Section 241-7. Jurisdiction, Rules and regulations.**

- A. This Article shall apply to any mooring, dock, pier, float, bulkhead or similar structure, whether temporary or permanent, sought to be constructed or modified on or in the waterways in the Town of Oyster Bay.
- B. Any application for the construction or modification of any mooring, dock, pier, float, bulkhead, or similar structure on or in the waterways in the Town of Oyster Bay which is pending at the time of the effective date of this law, shall be processed under the provisions of this Chapter, as amended..
- C.
 - i.) Structures for mooring and dockage of boats on or in the waterways in the Town in the unincorporated areas of the Town shall be under the jurisdiction of the Town Department of Planning and Development, and administered by that Department pursuant to the provisions of this Chapter, and Town of Oyster Bay Code, Chapter 93, Building Construction, and Chapter 246, Zoning.
 - ii.) The Commissioner of the Department of Planning and Development may promulgate rules and regulations in connection with the construction and maintenance of facilities and structures such as docks, moorings, piers, bulkheads and floats built on or in waterways in the Town in the unincorporated areas of the Town, in furtherance of this Chapter.
- D. Structures for mooring and dockage of boats on or in the waterways in the incorporated areas of the Town shall be under the jurisdiction of the respective Village or City, provided the Department of Planning has first reviewed plans for the proposed structure to determine if it encroaches beyond the limits of the municipality into the waters of the Town, and, if so, the Town Board, by resolution, has approved said structure. The respective municipality shall be the agency responsible for the issuance of a permit for structures built within its boundaries.
- E. The Department of Planning and Development shall consult with the Department of Public Works and the Department of Environmental Resources, when necessary, for assessments and assistance with technical questions, to properly administer the provisions of this article.

Section 241-8. Construction of provisions.

- A. The provisions of this Article shall be liberally construed to effectuate the purposes of this Article to bring order to the building upon waterways of the town and to ensure the welfare, safety and continuing high quality of the environment of the waterways of the Town of Oyster Bay.
- B. If any provision of this Article shall be declared invalid for any reason, then any Court decision shall be limited only to that specific sentence or paragraph involved and all other provisions shall continue to be in full force and effect unless declared otherwise.
- C. Any reference to the singular shall include the plural. Any reference to the masculine shall include the feminine and neuter.
- D. Any reference to National Fire Protection Association Standards shall mean those standards then in effect as of the date of the issuance of the permit.

Section 241-9. Applications.

- A. A person wishing to construct or modify a dock, mooring, pier, bulkhead, float or similar structure or ancillary structure thereto in any area of the Town of Oyster Bay shall comply with the provisions of this Article.
- B. Applications for permits for the construction of any such structure pursuant to this Article shall be submitted to the Department of Planning and Development for processing. The Department of Planning and Development shall process the application and shall decide all issues of structural soundness, and electrical and plumbing questions, and shall other departments and agencies as it deems necessary to provide assistance as to such an application.
- C. An application shall include the following:
 - (1) A short environmental assessment form, together with the fees authorized by the Town Board.
 - (2) Copies of all materials filed with the New York State Department of State, New York State Department of Environmental Conservation, United States Army Corps of Engineers, New York State Department of State [coastal consistency determination] and Department of Interior, when applicable.
 - (3) A survey showing the plans and specifications for any mooring facility, structure, float, pier or dock, including but not limited to all telephone, electrical and water service.
 - (4) A radius map showing all beaches, moorings of all types, piers, docks, floats, bulkheads, decks and all types of structures and paved areas which are located on the two properties on both sides of the premises for which the permit is sought (four properties in total), and any properties which has any frontage on a waterway and is directly opposite from the subject premises, and a chart showing the mean low tide of all areas within 300 feet of such structure.
 - (5) A verified application by a person requesting the Town to issue a permit for the structure requested to be constructed or modified.
 - (6) Certification of mailing a copy of the application and notice of filing of same to the owners of the properties identified in subsection C(4) above.
- D.
 - (1) The Commissioner of the Department of Planning and Development, or his/her designee, in his/her sole discretion, shall have the authority to determine if an application is complete.
 - (2) The Commissioner of the Department of Planning and Development shall refer any application for review by the Town Environmental Quality Review Division, which shall then advise the Commissioner of the Department of Planning and Development what actions it deems appropriate upon such application, pursuant to Chapter 110, Environmental Quality Review, of this Code.
 - (3) The Town Environmental Quality Review Division shall hold such hearings and take such actions as may be required by this Code and New York State or federal law and refer the matter back to the

- Commissioner of the Department of Planning and Development, pursuant to Chapter 110, Environmental Quality Review, of this Code.
- (4) The Commissioner of the Department of Planning and Development shall obtain input from the Parks Department, Division of Beaches and Marinas, as to areas under its expertise;
 - (5) The Commissioner of the Department of Planning and Development shall receive and consider the comments of owners of properties in the vicinity of the subject premises.
- E. Action on application.
- (1) After any required environmental reviews have been made, if the structure contemplated by the application does not exceed the property line of the subject property, including riparian rights, the Commissioner of the Department of Planning and Development shall decide if the application shall be granted, and if located within the jurisdiction of an incorporated area of the Town, shall refer said application to the respective jurisdiction.
 - (2) If the Commissioner of the Department of Planning and Development determines that the structure contemplated by the application exceeds the property line of the subject property, the Commissioner shall forward the application, together with all attachments, and comments received, to the Office of the Town Attorney, Legislative Affairs, with his/her recommendation, requesting that the Town Board decide, by resolution, whether or not to grant the relief requested in the application. Legislative Affairs shall place the application on the Town Board Calendar for consideration by the Town Board.
 - (3) All persons, local governments or other agencies or corporations having any property or operating any facilities on the two properties on both sides of the premises for which the permit is sought (four properties in total), and any properties which has any frontage on a waterway and is directly opposite from the subject premises shall be notified at least 14 days in advance, in writing, of the appearance of such matter for Town Board action. It is the responsibility of the applicant to issue said notices and the applicant shall bear the cost of same.
 - (4) At the Town Board meeting upon which such application is considered, any person wishing to be heard thereupon shall be heard and may submit such written materials as they wish for the Board's review prior to deciding such application.
 - (5) The Town Board may, by resolution, authorize the Department of Planning and Development to issue such permit upon such terms as it may deem appropriate and also at that time authorize the Department of Planning and Development to issue a certificate, after the completion of any such structure, that the finished structure complies with the permit, or if the structure is in an incorporated area of the

Town to properly advise the respective jurisdiction so they may take appropriate action.

- (6) The Town Board shall consider in such application environmental factors; preservation of beaches; underwater rights; other moorings; other structures including docks, piers and floats; the general convenience of the general public within, in, around and about the area involved; the amount, nature and possible obstruction of traffic upon the navigable waters of the town, and related issues upon determining such an application, and balance the riparian and related rights of property owners to reasonable access to waters with the needs of the public for general safety and convenience upon the waterways.
- (7) The Commissioner of the Department of Planning and Development shall examine the structure maintained with reference to the permit authorized by the Town Board and shall enjoy the assistance of the Town Department of Environmental Resources; Department of Public Works, and such other agencies and those local, state and federal agencies as may be required to review such structure as to whether it complies with the permission granted by the Town Board.

Section 241-10. Restrictions on Construction.

The following restrictions, in addition to New York State Department of Environmental Conservation requirements, shall exist upon permits for and construction and approval of any mooring, dock, float, bulkhead or pier:

- A. No electrical or other wiring shall be allowed upon any structure on or in Town waterways, except upon permission of the Commissioner of Planning and Development, and upon the filing of a certificate from an approved electrical inspection company that such wiring meets all other relevant specifications and criteria for such items;
- B. No mooring may be created, repaired or modified which interferes with the use of adjacent beaches, adjacent existing permanent moorings and docks or causes hazard to adjacent property or unduly restricts the use of navigable waterways;
- C. Plumbing installed upon any dock or mooring must conform to the requirements of Town Code Chapter 180, Plumbing, and the New York State Building Code, or be of a type approved for such construction by the Commissioner of the Department of Planning and Development;
- D. Any mooring which is either longer than 25 feet or in excess of 200 square feet must have a personal flotation device with a four-hundred-pound-strength rope of nylon or similar material of a length of at least 100 feet attached to it which is easily accessible for use in the event of an emergency;
- E. All moorings designed for pedestrian traffic must have applied to their upper surfaces a nonslip material to retard possible slipping on wet materials when boarding or exiting a boat;

- F. No dock or pier may be erected unless there is a dwelling or other building upon the property adjacent to such moorings, except upon special permission of the Town Zoning Board of Appeals;
- G. No sea grass or similar flora, nor fauna, is to be disturbed by the construction, modification or repair of any mooring or dock, except upon permission of the Department of Environmental Resources and any other agency having jurisdiction thereof;
- H. Appropriate erosion control measures shall be in place to prevent rock, soil, sand or other materials from entering adjacent waterways during any construction;
- I. No dredging of adjacent waterways shall take place unless expressly authorized through a permit or approval by the New York State Department of Environmental Conservation, U.S. Army Corps of Engineers, or New York State Department of State, as applicable;
- J. Piers and docks 50 feet long or less shall be at least three feet wide. Those in excess of 50 feet in length shall be at least four feet wide. Floats shall provide adequate freeboard and stability in relation to weather and water conditions at all times;
- K. Gangways leading to floats shall meet the requirements of the New York State Building Code, and shall be designed to accommodate the normal movements of the float to which it provides access;
- L. Any mooring which extends in excess of 30 feet from the mean high tide line must have a reflective device of at least four square inches every 20 feet along the length of all sides of it.

Section 241-11. Maintaining structure.

Any failure by the owner, operator, lessee or other person having control of such structure to maintain it upon the terms authorized by the Town Board or the Commissioner of the Department of Planning and Development shall be in violation of this Article, and the Town may issue an appearance ticket for violation of these Code provisions pursuant to the terms of Criminal Procedure Law Article 150, or the Town Attorney may take action by virtue of the provisions of the Criminal Procedure Law or Civil Practice Law and Rules or similar civil provisions in addition to any remedies of a criminal nature.

Section 241-12. Fees.

An application fee, based upon the fee schedule established by the Department of Planning and Development, shall be paid by the applicant herein. In addition, all other costs of all mailings and publication as required by this Chapter shall be borne by the applicant.

Section 241-13. Inspections.

By virtue of any application hereunder, the Department of Planning and Development, or any person they may designate, shall be authorized to inspect any mooring, dock, pier, float or bulkhead at any time for compliance with the provisions of this Article, rules and regulations promulgated hereunder or

conditions promulgated by the Department of Planning and Development, Town Board or otherwise hereunder to ensure the safety of the environment, safety of persons and property, compliance with rules, regulations or orders of the town, county, state or federal authorities as to requirements for such structures hereunder.

ARTICLE III – OPERATION OF VESSELS AND WATER ACTIVITIES

Section 241-14. Operation of Vessels.

- A. Each person operating a boat or vessel shall at all times operate it in a careful manner, having regard of the existing hazards, both actual and potential, and at such rate of speed as not to endanger the property of another or the life or safety of any person or so as to interfere with the free and proper use of the waterway by others.
- B. Speed limits.
 - (1) It shall be unlawful to operate a boat at a greater speed than five miles per hour within 200 feet of the shoreline, a dock, raft, float, a moored vessel or channel system.
 - (2) A "dead slow no wake" zone shall exist in any area used as a boat basin, marina, anchorage or mooring area and at all entrances thereto and exits therefrom.
 - (3) A "12 mph speed" zone shall exist, and excessive wake shall be prohibited in all that portion of the state boating channel which is within the Town of Oyster Bay.
 - (4) The Commissioner of the Department of Public Safety shall have the authority to impose speed limits in his/her discretion for safety reasons due to weather conditions or anticipated activity in the water (i.e., boating displays, fireworks, holiday events, etc.).
- C. No boat shall be operated in such a manner as to cause a wake which is dangerous to life or limb or a person or to other boats or other property.
- D. No person shall operate a boat or vessel within the waters and waterways of the town while in an intoxicated condition. Upon the trial of any action or proceeding arising out of facts alleged to have been committed by any person arrested for operating a boat or vessel while in an intoxicated condition, the court may admit evidence of the amount of alcohol in the defendant's blood taken within two hours of the time of his arrest, as shown by a medical or chemical analysis of his breath, blood, urine or saliva. For the purposes of this section:
 - (1) Evidence that there was, at the time of taking the sample, 0.05% or less, by weight of alcohol in the defendant's blood, is prima facie evidence that the defendant was not in an intoxicated condition.
 - (2) Evidence that there was, at the time of taking the sample, more than 0.05% by weight of alcohol in the defendant's blood is relevant evidence, but it is not to be given prima facie effect in indicating whether or not the defendant was in an intoxicated condition.

- (3) Evidence that there was, at the time of taking the sample, 0.15% or more, by weight of alcohol in the defendant's blood, may be admitted as prima facie evidence that the defendant was in an intoxicated condition.

Section 241-15. Muffler required for certain engines.

No person shall operate a boat propelled wholly or partly by an engine operated by gas, gasoline, naphtha, diesel oil or other fuel without having the exhaust from the engine run through a muffler or controlled by the introduction of water into the exhaust pipe or line.

Section 241-16. Pollution.

- A. The dumping or discharging of marine toilets, sewage, oil, chemicals, refuse, garbage or wastes or any pollutant in any waters or waterways from any boat or vessel or dock facility or otherwise is prohibited.
- B. No discharge, in any quantity, of any oil, gasoline, paint, solvent, paint thinner, lubricant, hydrocarbon materials, untreated sewage, litter, pollutants or any similar types of materials in the waters of the Town of Oyster Bay shall be allowed.
- C. In order to prevent the spread of invasive plant or animal species to waters under the jurisdiction of the Town of Oyster Bay, prior to launching any vessel into Town waterways, the bilge areas, live wells, ballast tanks, and any other water-holding area shall be emptied and properly disinfected.
- D. Any willful or intentional discharge of any such substances shall be a misdemeanor, upon which a sentence of up to six months in jail, a fine of \$2,000, up to three years' probation or up to 1,000 hours of community service may be authorized, together with restitution for any costs associated with the cleanup thereof, including but not limited to actual cleanup, investigative time, administrative time and legal services time associated with ensuring compliance and ensuring the quality of waterways around the site or downstream therefrom of any such occurrence and the quality of any aquaculture near the site of such occurrence or downstream therefrom.
- E. The disregard of any order promulgated by the Commissioner of the Department of Environmental Resources, the Commissioner of the Department of Public Safety or the Town Board issued hereunder and communicated to any person which endangers the safety of persons or property or creates the risk of degradation of the environment or the quality of water or endangers aquaculture or the environment thereby shall be a misdemeanor which shall carry a term of six months imprisonment, a fine of \$2,000 or up to three years' probation and shall authorize the imposition of up to 1,000 hours of community service, together with restitution for all expenses incurred by the town as a result of such action or inaction, including but not limited to environmental cleanup, repair, maintenance of safety devices, investigation, chemical analysis, survey of waters or aquaculture, administrative time and legal services time associated with such

- incident in order to assure the quality of the environment or safety of persons or property or actions taken to assist or protect the same.
- F. Each day of violation shall constitute a separate violation.

Section 241-17. Hawking and peddling on vessels.

No person shall enter upon or engage in the business of selling, hawking, peddling or vending any property, article, product, goods or thing or otherwise engage in commercial activity from any boat, vessel or float on the waterways of the town without having first obtained permission of the Town Clerk, in compliance with the requirements of Town Code Chapter 173 where applicable, upon consultation with the Commissioner of the Department of Public Safety..

Section 241-18. Prohibited locations for certain water activities.

- A. It shall be unlawful to boat or swim at the following locations:
Beach Road, at its south end between cul-de-sac and South Oyster Bay in Massapequa
Berkley Place, at its dead end at Seaford Creek
Cleveland Place, at its dead end at Seaford Creek
Franklin Place, at its dead end at Seaford Creek
Garfield Place, at its dead end at Seaford Creek
Harrison Place, at its dead end at Seaford Creek
Jackson Place, at its dead end at Seaford Creek
Jefferson Place, at its dead end at Seaford Creek
Jetmore Place, at its dead end at Seaford Creek
Lincoln Place, at its dead end at Seaford Creek
McKinley Place, at its dead end at Seaford Creek
Roosevelt Place, at its dead end at Seaford Creek
St. Mark's Place, at its dead end at Seaford Creek
- B. Fishing and crabbing are hereby prohibited upon that portion of the highway of the Town known as "St. Mark's Place," from Ocean Avenue east to the bay and upon that portion of the Town known as "Beach Road" at the south end between cul-de-sac and South Oyster Bay in Massapequa.
- C. Bathing, fishing, and crabbing are hereby prohibited upon that portion of the highway of the Town known as "Clocks Boulevard" from Lincoln Avenue southerly to the bay.

Section 241-19. Waterskiing, Kite Surfing.

- A. No person shall operate a boat for purposes of towing a person on water skis, a surfboard or similar device unless there is in such a boat a person over the age of 10 years in addition to the operator and in a position to observe the progress of the person being towed.
- B. No person shall ride on water skis, a surfboard or similar device or use or operate a boat or vessel to tow a person thereon during the period from sunset to one hour after sunrise.
- C. No person shall engage in kite surfing or ride on water skis, a surfboard or similar device or use or operate a boat or vessel to tow a person thereon in a

marked channel or within 200 feet of the lifeline markers of any public or semipublic bathing area or public dock or mooring area or in other areas as so marked or within 200 feet of any swimmer or bather or within 200 feet from any channel.

Section 241-20. Skin diving.

- A. No skin diving shall be undertaken in any channel or in any waters where it may interfere with reasonable and proper operation of boats or within 200 feet of any public or semipublic beach used for bathing and swimming or within 200 feet of any person bathing or swimming within an area designated for bathing or swimming.
- B. No person shall use, operate or discharge underwater any spear gun or similar apparatus within 200 feet of any public or semipublic beach used for bathing or swimming or within 200 feet of any bather or swimmer.
- C. Any person engaged in skin diving shall maintain a visible red flag with a diagonal white bar on the boat or on the surface of the water in the area of the skin diving operations.
- D. No boat or vessel shall approach within a one-hundred-foot radius of an area displaying a red flag with a diagonal white bar.

ARTICLE IV - DOCKAGE AND MOORING OF VESSELS

Section 241-21. Designation of areas by Town Board.

The Town Board may from time to time designate by ordinance the authorized mooring areas wherein the mooring or standing of boats shall be permitted as hereinafter provided. All such mooring areas shall be marked and indicated by suitable buoys or markers. A chart, duly adopted by the Town Board, showing anchoring areas in the waters of Oyster Bay Harbor and a listing of the global positioning system (GPS) coordinates for each of these anchoring areas are made a part hereof; a copy of said chart and list of GPS coordinates shall be kept in the office of the Department of Environmental Resources and in such places as the Commissioner of the Department of Environmental Resources may so designate.

Section 241-22. Mooring and anchoring rules and regulations.

- A. It is the intent of these rules and regulations to implement the pattern established for the anchoring and mooring in the waters of Oyster Bay Harbor.
- B. A copy of this article shall be posted in a conspicuous place in the offices of the Department of Environmental Resources for inspection by licensees during regular business hours.
- C. Mooring placement permit required.
 - (1) No person who is in the business of placing any boat mooring on behalf of another person or persons within the Town waters of Oyster Bay Harbor shall do so unless he or she shall have first obtained a mooring placement permit from the Town's Department of Environmental Resources by no later than February 28 of each year.

- (2) Mooring placement permits shall become effective on the first day of April, or from the date of issue if application be made subsequent to the first day of April, and said permit shall terminate on the 31st day of December in each year, unless sooner suspended or revoked.
- (3) The fee for a mooring placement permit shall be in the amount indicated in the Town of Oyster Bay Mooring Placement Permit Fee Schedule, as approved by the Town Board.
- (4) Every mooring placement permit holder, as a condition of holding such permit, shall have agreed to:
 - (a) Conform to any rules and regulations that are established and revised from time to time by the Commissioner of the Department of Environmental Resources;
 - (b) Provide such additional information pertaining to the placing of any boat mooring within the Town waters of Oyster Bay Harbor as the Commissioner of Environmental Resources may reasonably require;
 - (c) Utilize a global positioning system (GPS) device to place any boat moorings within the Town waters of Oyster Bay Harbor and shall place each mooring on its correct global positioning system coordinates when doing so and shall certify within 30 calendar days to the Commissioner of Environmental Resources that each mooring was placed on the correct location using such technology.
 - (d) Inspect each mooring, chain, line, pennant, anchor, anchor mooring buoy and courtesy anchoring buoy and other related equipment prior to placing same within the Town waters of Oyster Bay Harbor and shall certify within 30 calendar days to the Commissioner of the Department of Environmental Resources that such mooring, chain, line, pennant, anchor, anchor mooring buoy and courtesy anchoring buoy are in compliance with the requirements of this Code.

D. The following procedures shall apply to the application for issue and use of mooring and courtesy permits:

- (1) No person or yacht service or other entity shall place a mooring anchor buoy in the waters of Oyster Bay Harbor designated on the mooring grid established by this article without having first obtained and having then in force a mooring or courtesy permit.
- (2) At any time, subsequent to the 15th day of March in each year, a person or yacht service may make written application to the Commissioner of the Department of Environmental Resources upon forms to be furnished by the Department of Environmental Resources for a mooring permit or a courtesy permit, stating the name and address of the applicant and whether an owner or a lessee, specifying the names and addresses of all officers, directors and stockholders, if any, the year, make, type, color and number of the vessel and the name and address of the owner thereof, and any other relevant

- information which the Commissioner of the Department of Environmental Resources may require.
- (3) A mooring permit shall be issued for the exclusive use of the permittee of a specific anchorage space therein designated for a specific vessel therein stated, and such permit shall not be transferable to another person or to another space or to another vessel.
 - (4) Courtesy permits may be issued for the use of a boat yard, yacht club or yacht service organization or municipality for anchorage spaces for transient vessels, vessels permanently moored or docked elsewhere and requiring mooring facilities in Oyster Bay Harbor for not more than a two-week period upon the following terms and conditions:
 - (a) In no event shall the aggregate number of courtesy permits issued exceed 5% of the total number of spaces for moorings shown on the grids established by this article.
 - (b) In no event shall any one entity receive or use more than 20 courtesy permits at any one time.
 - (c) Five such permits may be issued to each such entity for each season on or before May 30 of such season. After May 30 and to the extent space is available and limited by Subsection D(4)(a) and (b), up to 15 additional courtesy permits may be issued each season to each such entity. Such permits shall not be cumulative from season to season.
 - (5) Subsequent to issuing a mooring permit, the Commissioner of the Department of Environmental Resources, or his or her designee, shall attach an anchorage area identification tag to the after half of the starboard side of the vessel for which said permit is issued. The identification tag shall indicate said permit number.
 - (6) No person shall attach a vessel to an anchor mooring buoy unless an anchorage area identification tag has been attached to the vessel as required herein.
 - (7) The issuance of a mooring permit shall not give a right of access across private property.
 - (8) Each vessel anchored to a mooring buoy shall be anchored so that no part of the vessel shall, at any time, extend into a dredged or marked channel.
 - (9) No anchor mooring buoy or courtesy anchoring buoy shall be placed or remain within any permitted space unless such buoy meets with the approval of the Commissioner of the Department of Environmental Resources or his or her designee.
 - (10) Each mooring chain, line, pennant, anchor, anchor mooring buoy and courtesy anchoring buoy, etc., shall be inspected prior to being placed within the Town waters of Oyster Bay Harbor. Such inspection shall be performed by the mooring placement permit holder who placed the mooring or, in the case of individuals who place their own moorings, by a certified mooring placement permit holder.

- (11) Each mooring found to be in compliance with these regulations will be marked by the mooring placement permit holder or, in the case of individuals who place their own moorings, by a certified mooring placement permit holder, with a permanent tag indicating mooring permit number and mooring weight.
- (12) The Town will not be responsible for loss, damage, or theft to boats and/or their contents or for any other private property.

Section 241-23. Mooring permit fees.

The fee for any mooring permit shall be in the amount indicated in the Town of Oyster Bay Mooring Permit Fees Schedule, as approved by the Town Board.

Section 241-24. Minimum requirements for mooring tackle.

A. Mooring tackle shall meet the following minimum requirements:

- (1) Tabulation and dimensions.

Registered Boat Length (feet)	Mushroom Anchor (pounds)	Bottom Chain	Top Chain	Pennants Nylon Dacron Line (inches)	Chain (inches)	Stainless Steel Wire (inches)
Under 16	75		5/16 inch galvanized	1/2	5/16	1/4
16 to 18	100		5/16 inch galvanized	1/2	5/16	1/4
19 to 22	150	3/8 inch galvanized, 20 feet		5/8	5/16	1/4
23 to 26	200	3/8 inch galvanized, 20 feet		5/8	5/16	1/4
27 to 30	250	1/2 inch galvanized, 20 feet	3/8 inch galvanized	3/4	3/8	1/4
31 to 34	300	1/2 inch galvanized, 20 feet		3/4	3/8	1/4
35 to 37	350	1/2 inch galvanized, 20 feet		3/4	3/8	1/4
38 to 40	400	1/2 inch galvanized, 30 feet		3/4	3/8	1/4
41 to 50	500	5/8 inch	1/2 inch	1 1/2	3/8	

Registered Boat Length (feet)	Mushroom Anchor (pounds)	Bottom Chain galvanized, 30 feet	Top Chain galvanized	Pennants Nylon Dacron Line (inches)	Chain (inches)	Stainless Steel Wire (inches)
51 to 60	600	5/8 inch galvanized, 30 feet		1 ½	3/8	
61 to 75	750	3/4 inch galvanized, 30 feet		1 ½	3/8	
76 to 100	1,000	3/4 inch galvanized, 30 feet		1 ½	3/8	

- (2) The effective length of each of the above pennant lines shall be two times the distance from the bow chock to the water plus the distance from the bow chock to mooring cleat, or shall be two times the distance from the stem mooring ring to the water.
 - (3) All anchor shackles, swivels and other hardware used in mooring hookup shall be proportionate size to chains used. Minimum of one swivel shall be located between bottom chain and top chain. Chains of one size throughout shall have a minimum of one swivel located below main buoy not more than halfway to mushroom anchor.
 - (4) Length of top chain shall be determined by the depth of the water in that area assigned and the total scope shall be 2 1/2 times the depth of the water at high tide as determined from local charts.
 - (5) All pennant lines shall be nylon, dacron, chain or stainless steel wire. Each pennant line running through a chock or any other object where chafing may occur shall have adequate chafe guards.
- B. Mooring buoys shall meet the following minimum requirements:
- (1) An anchor mooring buoy or a courtesy anchoring buoy shall extend at least 12 inches above the surface of the water.
 - (2) An anchor mooring buoy or a courtesy anchoring buoy shall be white with a blue horizontal stripe above the waterline. Each buoy shall also carry a stripe of white reflector tape or white reflector paint at least one inch in width, all around the uppermost part of the buoy.
 - (3) An anchor mooring buoy or a courtesy anchoring buoy shall have the permit numbers painted thereon in black paint four inches high and, in addition thereto, a courtesy anchoring buoy shall have the weight of mushroom anchor clearly painted thereon in black paint two inches high.
- C. The following procedures shall apply to the termination of mooring and courtesy permits and to the removal of such moorings:

- (1) Unless an anchoring buoy is placed in a space designated pursuant to a mooring or courtesy permit therefor prior to Memorial Day such permit shall automatically terminate, unless the time to so place such buoy has been extended, in writing, by the Commissioner of the Department of Environmental Resources.
- (2) Unless used for a period of 30 days between Memorial Day and Labor Day, mooring or courtesy permits shall automatically terminate, unless prior to such termination the Town grants an extension, in writing, to the permit holder after the latter's application, in writing, to the Town.
- (3) The Commissioner of the Department of Environmental Resources may revoke, in writing, a permit at his/her discretion for a violation of any of these rules or regulations; or may, at his/her discretion, order in writing the anchor mooring buoy and attachments relocated to another position, in connection with the implementation of the anchoring and mooring pattern established in the waters of Oyster Bay Harbor.
- (4) Upon the termination, expiration or revocation of a mooring permit or the ordering of the relocation thereof, an anchor mooring buoy and all attachments shall be removed or relocated by the person to whom the mooring permit has been issued. Upon the failure of such person to do so within 10 days after receipt of said notice, the Commissioner of the Department of Environmental Resources may remove or cause the same to be removed or relocated at the sole expense of such person.
- (5) Any vessel anchored or any mooring placed in violation of these rules and regulations may be removed by the Department of Public Safety or by the Marine Division of the Nassau County Police Department at the expense of the registered owner of the vessel. The expense of removal constitutes a maritime lien against the vessel and its mooring, and it may be proceeded against in rem for costs plus interest at the prevailing rate.
- (6) In specific situations where the immediate removal of a boat or the relocation of a mooring is required to prevent serious damage to surrounding boats or property, the Department of Public Safety may require that such relocation be completed and if the owner of the vessel shall fail to remove the vessel or relocate the mooring after notification, the Department of Public Safety may remove the vessel or relocate the mooring, and the owner shall be responsible to reimburse the Town for all costs incurred.
- (7) A person whose application for a mooring permit hereunder has been denied or whose mooring permit has been revoked or suspended by the Town or who has been ordered to relocate his mooring shall comply within 10 days after receipt of such notice or shall then be considered in violation of these rules and regulations and subject to the penalties prescribed by these rules and regulations.

Section 241-25. Prohibited locations for certain activities.

- A. No person shall moor or anchor a boat in any channel and in no case shall any person moor or anchor a boat within 50 feet of any channel marker or within 200 feet of any public beach, nor shall any person moor or anchor a boat within the distance designated on any sign duly authorized by the Town Board, unless specific authority is granted by the Town Board or its duly authorized representative, or in the case of a Town authorized mooring.
- B. No person shall moor or anchor any boat so as to endanger the safety of or cause damage to any boat previously anchored or previously laid down.
- C. No boat shall be tied up or made fast to a public dock or float or to property of the Town for a continuous period in excess of the time indicated by a sign at that location.
- D. No person shall moor or anchor any boat occupied as living or sleeping quarters within 1,500 feet from the shore for more than 72 hours without first obtaining permission therefor from the Department of Public Safety.
- E. The mooring of boats is hereby prohibited upon that portion of the highway of the Town known as "St. Mark's Place," from Ocean Avenue east to the bay and upon that portion of the Town known as "Beach Road" at the south end between cul-de-sac and South Oyster Bay in Massapequa.
- F. The mooring of boats is hereby prohibited upon that portion of the highway of the Town known as "Clocks Boulevard" from Lincoln Avenue southerly to the bay.

Section 241-26. Restrictions on Mooring.

- A. The owner, lessees, licensees or invitees of a piece of property adjacent to a waterway may keep at any mooring they shall maintain any number of boats they have title to; the total length of all boats shall not exceed the length of such dock or moorings, except with written permission of the Commissioner of the Department of Public Safety or his or her designee.
- B. A person may allow any property owner to whom his property owes an easement to place their boat at their dock or alongside their property, provided that it does not exceed the length restrictions in Subsection A except with written permission of the Commissioner of the Department of Public Safety or his or her designee.
- C. No boat may be docked to any mooring, either stern first or bow first, except by specific permission of the Commissioner of the Department of Public Safety or his or her designee, except as may heretofore exist.
- D. No boat may be docked at a dock, pier, floating dock or bulkhead directly to another boat overnight, except as such may be specifically temporarily allowed by the Commissioner of the Department of Public Safety or his or her designee.
- E. No gasoline diesel fuel or similar flammable materials in an amount in excess of five gallons may be kept upon or within a dock or mooring for more than three hours.
- F. Hazardous or dangerous conditions.

(1) No boat owner or operator shall allow any hazardous or dangerous condition to exist or be maintained upon any boat attached to any mooring or within town waters, including:

(a) Combustible vapors in any compartment.

(b) Presence of all combustible materials except for materials in proper tanks or compartments kept in proper conditions.

(2) All protective coverings used to protect engines, accessories and combustibles shall be of fire-resistant materials.

(3) Hibachis or similar types of charcoal or wood-burning cooking equipment may not be used on any boat which is moored to any dock or pier or upon such dock or pier except as specifically authorized by the Department of Public Safety.

G. All moorings and systems within and upon them must be kept in good repair.

Section 241-27. Supervision of Moorings.

A. The location of mooring facilities, the use thereof and the types of mooring shall be under the supervision of the Commissioner of the Department of Environmental Resources, or his or her designee, and regulated by the Town Board.

B. All floats shall be moored in such a way as to be secure at all times and under all conditions, and such mooring shall be subject to supervision by the Commissioner of the Department of Environmental Resources or his or her designee.

Section 241-28. General requirements

A. No boat shall be moored closer than three feet to any property line or closer than two feet horizontally from any other mooring.

B. No vessels, motor vehicles or other obstructions shall be placed in any location which would impede fire-fighting operations or other similar emergency operations.

C. All rubbish, empty paint cans, waste or other combustibles shall be removed daily from the area within 30 feet of any boats stored in the water or on land.

D. Smoking is prohibited in all or part of the structures and premises covered by this Article. "No Smoking" signs shall be posted by the person owning or maintaining such structure.

E. All entries and open areas shall be maintained free of obstructions at all times. Fire protection or other similar equipment, either public or private, shall not be obstructed. Fencing shall be arranged to permit prompt access in an emergency to fire-fighting or other emergency forces and apparatus.

F. Where the distance to the furthest point on any pier or float accommodating more than three boats exceeds 250 feet from where a Fire Department pumper may be emplaced, waterlines with outlets protected from freezing shall be installed on such pier(s) or float(s) to provide coverage to such pier(s) or float(s).

G. No point on any pier or float shall be more than 250 feet from valve outlets on such waterlines installed under Sec. 241-28F.

- H. Waterlines installed under Sec. 241-28F shall be suitably sized for 500 gallons per minute flow, connected to an adequate water supply ashore if available and/or to a Fire Department approved connection, and shall be installed to the satisfaction of the Commissioner of the Department of Planning and Development,, operating in conjunction with the Nassau County Office of the Fire Marshal.
- I. On every dock or pier accommodating more than three boats and exceeding 150 feet in length, approved one-and-one-half-inch hose of fifty-foot lengths shall be provided and properly housed in hose houses equipped with play pipe nozzles, ordinary nozzles and fog nozzles, hydrant wrenches and spanners. Such equipment shall be located at every pier near its midpoint. Where such piers exceed 200 feet, each shall be provided with a two-inch waterline extending the length of the pier and be equipped with one-and-one-half-inch hose connections at one-hundred-foot intervals. At shore ends, these waterlines shall be equipped with two-and-one-half-inch hose adapters. The pier waterlines shall be dry where freezing temperatures occur.
- J. Portable fire extinguishing equipment shall be installed and distributed as per the requirements of the Standard for the Installation of Portable Fire Extinguishers, the applicable National Fire Protection Association ("NFPA") standard,, or its successor standard. Only extinguishers listed by a nationally recognized testing agency shall be used.
- K. Locations where three or more boats are stored at the subject premises are governed by the following:
 - (1) A permanently accessible means of instantaneously communicating a fire alarm or message to the Fire Department shall be provided on the property adjoining any dock or pier or bulkhead where more than three boats are kept. An alarm box shall satisfy this requirement.
 - (2) Signs, in letters at least four inches in height, shall be posted in conspicuous locations throughout the facility, indicating the nearest location of the emergency device to communicate calls for assistance.
 - (3) In addition, a loud, audible means shall be provided for sounding an alarm and for notification for all occupants.
 - (4) All facilities shall be arranged so that a floating boat occupying a mooring can be removed without the necessity of moving another boat.
 - (5) An electrical lighting system shall be provided to provide adequate illumination at all times of all exterior shore areas, piers and/or floats. The wiring, fixtures and fittings shall be provided and installed in accordance with the applicable National Electrical Code standard, or its successor standard, at any location where more than three boats are kept or which has a float, dock or pier in excess of 150 feet.
- L. Except for service piers, floats and docks, for temporary tie-ups of less than 24 hours, such mooring facilities shall not be less than two feet in width and not more than 20 feet in length, except that mooring facilities exceeding 50 feet in length shall be not less than four feet wide. Floating piers shall provide

adequate freeboard and stability in relation to weather and water conditions, with a minimum width of three feet for finger floats not over 50 feet in length and a minimum width of five feet for floats exceeding 50 feet in length.

Section 241-29. Storage and handling of fuels.

- A. Any fueling station for vessels shall be located to minimize the exposure of all other facilities and requires a special use permit from the Town Board. Where tide and weather exposure conditions permit, all fuel handling shall be outside the main berthing area. Displaying a placard cautioning boat operators to observe the following precautions shall be required, stating in letters at least two inches high:
 - (1) Before fueling:
 - (a) Stop all engines and auxiliaries.
 - (b) Shut off all electricity, open flames and heat sources.
 - (c) Check bilges for fuel vapors.
 - (d) Extinguish all smoking materials.
 - (2) During fueling:
 - (a) Maintain nozzle contact with fill pipe.
 - (b) Wipe all spills immediately.
 - (c) Avoid overfilling. (Note: When a tank is filled to the top, the fuel may expand and overflow as the fuel becomes warmer after being pumped from an underground tank into the tank of the boat.)
 - (d) No splashing of fuel shall be permitted.
 - (3) After fueling and before starting engine:
 - (a) Inspect bilges for leakage or fuel odors.
 - (b) Ventilate until odors are removed.
- B. All boat fueling operations shall be carefully accomplished in accordance with the provisions of NFPA Standard 302-1989, Fire Protection Standard for Pleasure and Commercial Motor Craft,, or its successor standard, at the fueling station or other specifically designated location.
- C. Hand carriage of gasoline within 100 feet of any boat or mooring area shall be restricted to approved safety containers meeting National Fire Protective Association guidelines of sound construction having a tight closure with screwed or spring cover and fitted with a spout or so designed that the contents can be poured without spilling. Such containers must be sealed. Open buckets, cans or glass jars shall not be used.
- D. Gasoline or any other flammable substance shall not be used as a cleaner on a float, dock or pier or on board boats. Only approved soaps, detergents and nonflammable solvents which are biodegradable shall be used.
- E. Paint storage and mixing shall be segregated from other working and storage areas.

Section 241-30. Vessels moored in excess of 72 hours and used for residential purposes overnight.

- A. Cooking equipment.

- (1) Galley stoves shall be permitted only where the following requirements are met. Galley stoves are to be manufactured, approved and labeled for marine use. Printed instructions for proper installation, operation and maintenance are furnished by the manufacturer. A durable and permanently legible instruction sign covering safe operation and maintenance is provided by the manufacturer and installed on or adjacent to the stove where it may be readily read.
- (2) Stoves using gasoline for fuel shall not be used aboard a boat.
- (3) Stoves shall be installed in adequately ventilated areas. The galley or the area used for galley purposes shall be provided with adequate ventilation. If nonelectric stoves or other oxygen-consuming devices are used, ventilators or other means shall be provided to supply combustion air.
- (4) Stoves shall be securely fastened when in use and when stored.
- (5) Any burner system that may affect safety by reason of motion of the boat shall not be used.
- (6) All woodwork or other combustible materials above stove tops and all woodwork or combustibles immediately surrounding stoves shall be effectively insulated with noncombustible materials.

B. Stoves.

- (1) Coal, charcoal and wood-burning stoves shall be either mounted on a noncombustible base (preferably hollow tile) or mounted on legs providing clearance of at least five inches between stove bottom and deck, and the deck shall be effectively insulated with a noncombustible material or sheathing.
- (2) Stove sides and backs shall have a minimum clearance of four inches from the insulation provided.
- (3) Single wall smoke pipes and stacks shall have a minimum clearance of nine inches [23 centimeters] from combustible materials, including painted surfaces, or shall be separated by fire-resistant thermal insulation. Listed and labeled double or triple wall smokestacks shall be installed with a minimum clearance specified by the manufacturer. There shall be an exception at decks equipped with water irons or other hollow metal fixtures.
- (4) Smoke pipes or stacks shall terminate with approved smoke heads designed to prevent water entry, spark emission and back draft.
- (5) Fuel shall be stowed in a ventilated, metal-lined locker or bin.

C. Alcohol, fuel oil and kerosene stoves.

- (1) Both pressure or gravity fed burners shall be permitted.
- (2) Fuel supply tanks shall be constructed of corrosion-resistant metal with welded or brazed joints and fittings.
- (3) Pressure tanks integrally installed with stoves shall withstand a test pressure of at least 200 pounds per square inch. They shall be effectively protected from the heat of burners.

- (4) Pressure tanks for remote installation shall be approved and shall be able to withstand a test pressure of at least 100 pounds per square inch. They shall be rigidly secured in an accessible location permitting convenient filling and pump operation.
 - (5) Gravity tanks shall be substantially secured. They shall be so located or shielded that, under continuous operation at maximum output, the temperature of contained fuel will not be substantially raised by heat from the burners.
 - (6) No gravity tank shall have a capacity exceeding two gallons. Tanks of larger capacity shall meet the requirements of NFPA Standard 302-1989, or its successor standard.
 - (7) Gravity tanks shall have provisions for filling and venting outside the galley space.
 - (8) If fuel tanks are remotely located, as is preferred for gravity feed systems, approved stop valves shall be installed close to tanks, and fuel lines shall be installed with as few fittings as practicable between valves and stove connections.
 - (9) If solidified fuel is used, the containers shall be properly secured on a fixed base to prevent skidding or overturning due to a sudden roll of the vessel.
 - (10) Stacks and uninsulated stoves shall comply with the requirements of Subsection C(3) hereinabove.
- D. Liquefied petroleum gas systems.
- (1) Approval for the use of liquefied petroleum gases for space heating and/or cooking on seasonal vessels moored in excess of 72 hours and used for residential purposes shall be obtained from the Commissioner of the Department of Planning and Development. Prior to approval, plans must be submitted detailing the location, size of tanks, distance to property lines, if applicable, distance to nearest vessel, all pertinent dimensions and description of all equipment. An application fee as set forth in the fee schedule promulgated by the Department of Planning and Development is required to be submitted with each application.
 - (2) Cylinders shall be adequately protected from extreme weather conditions such as direct rays of sun, accumulations of snow or ice, mechanical injury or adjacent sources of heat and protected by a permanent protective cap or other device approved by the Commissioner of Planning and Development to give adequate protection against valve damage.
 - (3) Cylinders and regulator equipment shall be adequately supported and braced in an upright position and shall be confined to open deck or cabin top, but not a cockpit. Cylinders shall be on a firm noncombustible base and at least five feet from any opening to the interior of the vessel so that any escaping vapor cannot reach the bilges, machinery space, accommodations or other enclosed spaces. Where five feet of space is not available, a solid noncombustible semi-

enclosure or baffle shall be provided to separate liquefied petroleum gas cylinders from any opening to the interior of the vessel. The semi-enclosure is a two- or three-sided baffle, cylinder high, to prevent flow of any liquefied petroleum gas vapor through any opening to the interior of the vessel.

- (4) Only systems of the vapor withdrawal type are permitted; no liquid gas is permitted to enter any interior part of the vessel.
- (5) Low-pressure regulators shall be provided at the cylinder and shall be of a type approved by a nationally recognized testing company or agency or the United States Coast Guard. Each reducing regulator shall be fitted with a pressure gauge. This gauge shall be on the high-pressure side of the regulator.
- (6) Outside piping is to be protected against the elements and well supported and protected against physical damage.
- (7) Cylinders shall be of a type complying with United States Department of Transportation specifications for the storage of liquefied petroleum gases and of a container capacity not to exceed 100 pounds. The maximum number of cylinders on any vessel shall not exceed two one-hundred-pound cylinders.
- (8) No filling or refilling of cylinders shall be permitted on the vessel.
- (9) All gas-consuming heaters or appliances shall be approved for marine use by a nationally recognized testing company or the United States Coast Guard, or American Boating and Yachting Association (ABYA), and so labeled.
- (10) Delivery of liquefied petroleum gas shall be made only by a vehicle holding a permit issued pursuant to the Nassau County Fire Prevention Ordinance.
- (11) Hookup or disconnection of liquefied petroleum gas cylinders shall be made only by qualified persons.
- (12) At least one ten-pound dry chemical fire extinguisher shall be provided in an accessible location on the vessel.
- (13) Only odorized liquefied petroleum gas shall be used.
- (14) Posting of caution sign.
 - (a) A permanent "Caution" sign shall be posted in a plainly visible location adjacent to the cylinders on the vessel and shall read as follows:

CAUTION

- 1. Keep container valves closed when boat is unattended. Close them immediately in an emergency.
- 2. Be sure all appliance valves are closed before opening container valve.
- 3. Always apply lit match or other flame to burner before opening burner valve.
- 4. Close master valve on appliance whenever appliance is not in use.

5. Test system for leakage at least once every two weeks and after any emergency in accordance with the following procedure. No leakage, even of a seeping character, is permissible:
With appliance valves closed, with the master shutoff valve on the appliance open and with one container valve open, note pressure on the gauge. Close container valve. If the pressure drops, locate leakage by application of liquid detergent or soapy water solution at all connections. Repeat test for each container in a multi-container system.

NEVER USE FLAME TO TEST FOR LEAKS

- (b) Lettering shall be at least one inch in height for "CAUTION" and "NEVER USE FLAME TO TEST FOR LEAKS," and at least ¼ inch in height for all other wording.
- (15) Cylinders shall be connected to heating or cooking equipment by approved rigid piping or Type K copper tubing, except that Type L copper tubing may be used for low-pressure distribution between regulator and heating or cooking equipment. Fittings shall be of a type approved for marine fuel service.
- (16) Installation shall be made by a licensed plumber in accordance with these regulations and the applicable provisions of the New York State Building Code when used for permanent residential purposes, and the installation shall be made by a competent, skilled individual versed in marine safety when used for other than residential purposes.
- (17) An affidavit covering installation and initial test shall be submitted by the installer to the Department of Planning and Development to certify the above.
- (18) Storage and use of any liquefied petroleum gas system shall be confined to the single vessel only.
- (19) A container shall not be charged with fuel unless it bears the proper markings of the code under which it was fabricated, its water weight capacity and its tare weight.
- (20) No container which is due for requalification shall be charged with fuel unless it has been retested or otherwise qualified for service in accordance with United States Department of Transportation requirements.
- (21) Container valves must be tested for leaks before the charged container is shipped from the filling plant, and it shall not be shipped with leaking fittings.
- E. Heating equipment.
- (1) Open flame heating units shall be installed within the galley area only, well above accommodation flooring and in compliance with applicable requirements of sections of this Article.

- (2) A vent stack shall be fitted at the top of each heating unit and lead to the atmosphere with an effective device for preventing flame extinguishment or flareback from back draft.
 - (3) Dampers shall not be installed in vent stacks.
 - (4) Use of water heaters designed for operation with continuous pilot lights or automatic glow plugs is prohibited.
- F. Cabin heaters.
- (1) Cabin heating equipment shall comply with applicable provisions of sections of this Article.
 - (2) Burners and burner feed arrangements shall be such that safe operation is not affected by motion of the boat.
 - (3) Heaters shall be rigidly secured.
 - (4) Use of heaters designed for operation with continuous pilot lights or automatic glow plugs shall be prohibited. However, for cabin space heaters of the sealed combustion chamber type, designed to provide complete separation of the combustion system from the atmosphere in the boat, a combustion air inlet and flue gas outlet shall be provided as integral parts of the appliance, with the approval of the Commissioner of the Department of Planning and Development.
 - (5) Gasoline shall not be used for fuel in open flame liquid or vapor burners.
 - (6) Heating boilers shall be approved for marine use.
 - (7) Sealed combustion chamber heaters burning gasoline or fuel oil may be used, provided that they comply with the applicable parts of this Article and are approved by the Commissioner of the Department of Planning and Development.
- G. Auxiliary appliances.
- (1) Gasoline shall not be used for fuel for lamps and lanterns.
 - (2) Oil lamps and lanterns shall be approved for marine use.
 - (3) Oil lamps shall have metal bodies and shall be hung in gimbals.
 - (4) Oil lamps shall not be located directly over galley stove or heating units.
 - (5) Metal shields shall be secured above chimneys.
 - (6) Oil lanterns, if suspended, shall be secured by clips or lashings.
 - (7) Lanterns not in use shall be stowed in a noncombustible enclosure.
 - (8) Refrigerators and air conditioners shall be suitable for marine use, and certification thereof shall be maintained thereupon. They shall be installed in accordance with applicable provisions of this Article.
- H. Requirements for fire-protection equipment on houseboats.
- (1) All vessels having galleys shall have at least one Class 5-BC fire extinguisher readily accessible thereto, as defined by the applicable NFPA Standard.
 - (2) Vessels under 26 feet in length shall have two Class 5-BC fire extinguishers; one in the cabin and one in the helmsman's position.
 - (3) Vessels 26 to 40 feet in length shall have three Class 5-BC fire extinguishers.

- (4) Vessels over 40 feet in length shall have a minimum of four Class 5-BC fire extinguishers. Two Class 5-BC extinguishers may be replaced by one Class 10-BC extinguisher.
 - (5) Fire extinguishers shall be placed so that they are readily accessible from outside the compartment which they are intended to serve. Extinguishers shall be secured with a marine bracket to permit immediate release.
 - (6) Fire extinguishers shall be serviced annually or immediately after use by a competent person so trained and marked by whom and the date tested.
- I. Requirements for active electrical systems 50 volts and over on vessels.
- (1) A permanently mounted waterproof sign shall be located adjacent to each shore power inlet location. The sign shall include the following information:
 - (a) The signal word "Warning."
 - (b) The statement "To Minimize Shock and Fire Hazards."
 - (c) The following directions:
 - [1] Turn off the boat's shore power switch before connecting or disconnecting the shore power cable.
 - [2] Connect the shore power cable at the boat first.
 - [3] If polarity warning indicator is activated, immediately disconnect cable and have the fault corrected by a qualified electrician.
 - [4] Disconnect shore power cable at shore inlet first. (This procedure assures that the cable is not energized when making or breaking electric connection on board the boat itself.)
 - (2) The shore power cable shall be compatible with the shore power inlet and the power rating of the boat.
 - (3) Receptacles installed in locations subject to rain, spray or splash shall be weatherproof as may be provided by a spring-loaded self-closing cover.
- J. Servicing liquefied petroleum gas systems.
- (1) All liquefied petroleum gas systems will comply with the Nassau County Fire Prevention Ordinance.
 - (2) Changing of liquefied petroleum gas cylinders shall be performed in accordance with the applicable, NFPA standard.
 - (3) All cylinders and fittings shall be checked for leaks after changing. Checks for leaks in liquefied petroleum gas systems must never be made with flame. Liquid detergent or soapy water solution is to be used.
- K. Electrical wiring and equipment. All electrical wiring, equipment and installations shall comply with applicable requirements of the National Electrical Code, NFPA 70-1990, or its successor standard, and Marinas and Boatyards NFPA Standard 303-1990, or its successor standard.

- L. Every vessel in town waters in excess of 72 hours must demonstrate to the Commissioner of the Department of Public Safety, in consultation with the Commissioner of the Department of Environmental Resources, adequate plans, equipment and provisions for the proper disposal of sewage and other wastes so as not to permit any such materials to enter any town waterways or otherwise adversely effect the environment.
- M. Permit from Commissioner of the Department of Planning and Development for vessels remaining over 72 hours. Any vessel in the waters of the Town of Oyster Bay over 72 hours upon which persons live require a permit from the Commissioner of the Department of Planning and Development certifying compliance with the terms of this Article.

ARTICLE V – ENFORCEMENT

Section 241-31. Enforcement.

- A. The Town Board hereby authorizes enforcement of these provisions by way of issuance of an appearance ticket under the terms of the Criminal Procedure Law Article 150 by any of the following:
 - (1) The Commissioner of the Department of Planning and Development or his/her designee, and the Code Enforcement Officers of the Department, including those listed as Zoning Inspectors, Multiple Residence Inspectors, Building Inspectors, or Code Enforcement Officers.
 - (2) The Commissioner of the Department of Public Works or his/her designee, including Sanitation Inspectors of the Department.
 - (3) The Commissioner of the Department of Environmental Resources or his/her designee.
 - (4) The Commissioner of the Department of Public Safety or his/her designee, and the Bay Constables of the Department.
 - (5) The Nassau County Police.
 - (6) The Nassau County Fire Marshal personnel.
 - (7) The New York State Police.
 - (8) The New York State Environmental Conservation Police.
 - (9) The United States Coast Guard (active duty) personnel.
 - (10) The United States Department of the Interior, Bureau of Fish and Wildlife, in those areas under its jurisdiction.
- B. The Commissioner of Planning and Development, the Commissioner of the Department of Public Works, the Commissioner of the Department of Environmental Resources, and the Commissioner of the Department of Public Safety may also designate persons to assist in enforcement of the terms of this Chapter, including but not limited to police officers of any village which is in or adjacent to the Town of Oyster Bay or any United States or New York State law enforcement personnel.
- C. The Town Board may authorize such additional persons to enforce the terms of this article as it may, by resolution, deem necessary.

- D. Any employee of the Town Department of Planning and Development, Department of Public Works, Department of Environmental Resources, and Department of Public Safety designated or authorized by the Commissioner of the Department may stop any boat or vessel and may inspect any vessel or structure located on or in the waterways of the Town for the purpose of enforcing this Chapter. This Article shall not be construed to hold the Town of Oyster Bay or its officers or employees responsible for damages to persons or property by reason of the inspection or reinspection authorized herein or failure to inspect or reinspect as herein provided or by reason of the approval or disapproval of any equipment authorized herein or for any other reason.
- E. Any boat, vessel or float moored in violation of any part of this Chapter or the rules and regulations adopted by the Town Board pursuant to this chapter or any boat, vessel or float which sinks, grounds or becomes otherwise disabled or becomes so located as to endanger life or property in any way or becomes a menace to navigation, shall be removed forthwith by the owner or person in charge thereof, on order of the Town Board or Commissioner of the Department of Public Safety or agent thereof, or by the Nassau County Police Department. If said boat, vessel or float is not removed after notice to remove it or if notice cannot reasonably be given after diligent effort is made to effect such notice, it may be removed by or at the direction of the Town Board, Commissioner of the Department of Public Safety or agent thereof or Nassau County Police Department at the expense of the owner or person in charge of the boat, vessel or float; the expense of removal pursuant to this subsection shall be recovered by civil suit, such expense to be in addition to such penalties as may be prescribed by or imposed under this Code or other ordinances of the Town of Oyster Bay and the laws of the town or the state, and the town or the county shall not be responsible for any damage that may occur to such boat, vessel or float in the course of removing it.
- F. No waiver or consent is to be construed by any non-prosecution of any violation of this article.

Section 241-32. Summonses.

A summons issued and served pursuant to this Chapter shall be returnable in the District Court of the County of Nassau, Fourth District, Oyster Bay and the form of the summons shall be substantially the same as the form of summons known as the "Uniform Navigation Summons" prescribed by the Commissioner of Parks and Recreation of New York State or in such form as may be prescribed by the Commissioner of the County Police Department.

Section 241-33. Penalties for offenses.

- A. A violation of any provision of this Chapter or rules and regulations promulgated hereunder by the Town Board or the Department of Planning and Development, the Department of Environmental Resources or the Department of Public Safety, is hereby declared to be an offense and shall be punishable by a fine not exceeding \$750 or imprisonment not exceeding 15

- days, or both such fine and imprisonment for a second or subsequent offenses. Each day of violation shall constitute a separate violation.
- B. In addition to and notwithstanding any other remedy for an offense against this Chapter, any person violating a directive issued by the Commissioner of the Department of Planning and Development, the Commissioner of the Department of Environmental Resources or the Commissioner of the Department of Public Safety, or their duly authorized representative, made pursuant to the provisions of this Chapter, shall be guilty of a violation punishable by a fine not exceeding \$900 or imprisonment for a period not to exceed 15 days, or both.

Section 241-34. Town Attorney action; Injunctive Relief.

- A. Any enforcement action taken under the terms of this article or under the terms of the Criminal Procedure Law or otherwise shall not preclude the Town Attorney from any civil proceeding seeking any relief, under the Town Law or Civil Practice Law and Rules, including an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance or to restrain by injunction any violation of this Chapter or rules and regulations promulgated hereunder.
- B. Any violation of the terms of this Chapter which shall give rise to such an action or special proceeding shall also give rise to the right of the court having jurisdiction to award all reasonable investigative fees; fees for experts; fees for investigative analysis; administrative costs and reasonable attorney fees and all associated costs, both at the trial and appellate level, including all publishing and service costs.

Section 241-35. Educational programs.

The Town may require attendance at an educational program of any person convicted of any violation of this Chapter or against whom a civil order herein has been granted upon such terms as the Town may provide, at the sole cost of such individual. A court of proper jurisdiction may also order such an educational course as part of any sentence it may impose.

Section 17: Amend the definition of **PARENT-CHILD RESIDENCE** contained in Chapter 246, Sec. 246-2.4, to read as follows:

PARENT-CHILD RESIDENCE

A one-family dwelling altered to include a second kitchen for the sole use by a member of the immediate family of the resident/owner. It is understood that a member of the immediate family of a resident/owner shall be deemed to be a resident/owner's spouse, children, mother, father, brother, sister, grandparents, step-parents, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, aunt (limited to a sister, natural born or adopted, of the resident/owner's father or mother) or uncle (limited to a brother, natural born or adopted, of the resident/owner's father or mother).

Section 18: Amend Chapter 246, Sec. 246-5.5.18, to read as follows:

Sec. 246-5.5.18

Parent-child residences. It is the specific purpose and intent of the Town Board to provide the opportunity for the development of small dwelling units designed to meet the special housing needs of a member of the immediate family of a resident/owner. It is understood that a member of the immediate family of a resident/owner shall be deemed to be a resident/owner's spouse, children, mother, father, brother, sister, grandparents, step-parents, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, aunt (limited to a sister, natural born or adopted, of the resident/owner's father or mother) or uncle (limited to a brother, natural born or adopted, of the resident/owner's father or mother), living in the Town of Oyster Bay. It is also the Town Board's intent to allow the more efficient use of the Town's existing housing stock, to protect property values and to maintain the one-family character of R-1 Residence Districts.

Section 19: Amend Chapter 246, Sec. 246-5.5.18.5, to read as follows:

Sec. 246-5.5.18.5 A lot which contains a home office or home business shall not also contain a parent-child residence.

Section 20: Repeal Section 246-4.13, Stormwater Management and Erosion and Sediment Control, in its entirety.

Section 21: Effect of repeal of Section 246-4.13, Stormwater Management and Erosion and Sediment Control on Stormwater Pollution Prevention Plans. Nothing shall require any change in Stormwater Pollution Prevention Plans filed prior to the effective date of this local law. In addition, if a Stormwater Pollution Prevention Plan has been filed prior to the effective date of this local law, and all necessary approvals have been obtained, then said Stormwater Pollution Prevention Plan shall remain in effect.

Section 22: As related to the repeal of Section 246-4.13, Stormwater Management and Erosion and Sediment Control, amend Chapter 204 of the Town Code of the Town of Oyster Bay as follows:

CHAPTER 204 – STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL

Section 204-1. Findings of fact.

It is hereby determined that:

- A. Land development activities and associated increases in site impervious cover often alter the hydrologic response of local watersheds and

- increase stormwater runoff rates and volumes, flooding, stream channel erosion, or sediment transport and disposition;
- B. This runoff contributes to increased quantities of waterborne pollutants, including siltation of aquatic habitat for fish and other desirable species;
 - C. Clearing and grading during construction tends to increase soil erosion and add to the loss of native vegetation necessary for terrestrial and aquatic habitat;
 - D. Improper design and construction of stormwater management practices can increase the velocity of stormwater runoff thereby increasing stream bank erosion and sedimentation;
 - E. Impervious surfaces allow less water to percolate into the soil, thereby increasing groundwater recharge and stream baseflow;
 - F. Substantial economic losses can result from these adverse impacts on the waters of the municipality;
 - G. Stormwater runoff, soil erosion and nonpoint source pollution can be controlled through the regulation of stormwater runoff from land development activities;
 - H. The regulation of stormwater runoff discharges from land development activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, and nonpoint source pollution associated with stormwater runoff rates and volumes, soil erosion, stream channel erosion, and nonpoint source pollution associated with stormwater runoff is in the public interest and will minimize threats to public health and safety;
 - I. Regulation of land development activities by means of performance standards governing stormwater management and site design will produce development compatible with the natural functions of a particular site or an entire watershed and thereby mitigate the adverse effects of erosion and sedimentation from development.

Section 204-2. Purpose.

The purpose of this chapter is to establish minimum stormwater requirements and controls to protect and safeguard the general health, safety and welfare of the public residing within the jurisdiction and to address the findings of fact in Section 204-1. This chapter seeks to meet those purposes by achieving the following objectives:

- A. Meet the requirements of minimum measures 4 and 5 of the SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s), Permit No. GP-0-08-002, or as amended or revised;
- B. Require land development activities to conform to the substantive requirements of the New York State Department of Environmental Conservation State Pollutant Discharge Elimination System (SPDES) General Permit for Construction Activities GP-0-08-001, or as amended or revised;
- C. Minimize increases in stormwater runoff from land development activities in order to reduce flooding, siltation, increases in stream temperature, and streambank erosion and to maintain the integrity of stream channels;
- D. Minimize increases in pollution caused by stormwater runoff from land development activities which would otherwise degrade local water quality;

- E. Minimize the total annual volume of stormwater runoff which flows from any specific site during and following development to the maximum extent practicable; and
- F. Reduce stormwater runoff rates and volumes, soil erosion and nonpoint source pollution, wherever possible, through stormwater management practices and to ensure that these management practices are properly maintained and eliminate those threats to public safety.

Section 204-3. Statutory authority.

In accordance with Article 10 of the Municipal Home Rule Law of the State of New York, the Town of Oyster Bay has the authority to enact and amend local laws for the purposes of promoting the health, safety and welfare of the residents of the Town of Oyster Bay, and protecting and enhancing its physical environment. In any such local law, the Town Board of the Town of Oyster Bay may provide for the appointment of any municipal officer, employee or independent contractor to effectuate, administer and enforce such local law.

Section 204-4. Applicability.

- A. This chapter shall be applicable to all land development activities as defined in this chapter, § 204-6.
- B. The municipality shall designate a Stormwater Management Officer who shall accept and review all stormwater pollution prevention plans (SWPPP) and forward such plans to the applicable municipal board. The Stormwater Management Officer may review the plans, engage the services of a registered professional engineer to review the plans, specifications, and related documents at a cost not to exceed a fee schedule established by said governing board, or accept the certification of a licensed professional that the plans conform to the requirements of this chapter.
- C. All land development activities not subject to review as stated in subsection B shall be required to submit a SWPPP to the Stormwater Management Officer, who shall approve said plan if it complies with the requirements of this Chapter.

Section 204-5 Exemptions.

The following activities may be exempt from review under this Chapter:

- A. Agricultural activity, as defined in this Chapter;
- B. Routine maintenance activities that disturb less than five acres, and that are performed to maintain the original line and grade, hydraulic capacity or original purpose of a facility;
- C. Repairs to any stormwater management practice or facility deemed necessary by the Stormwater Management Officer;
- D. Any part of a subdivision if a plat for the subdivision has been approved by the Town of Oyster Bay, or the County of Nassau, before the effective date of this Chapter;
- E. Land development activities for which a building permit has been approved on or before the effective date of this Chapter;

- F. Cemetery graves;
- G. Installation of fence, sign, telephone and electric poles, and other kinds of poles or posts;
- H. Emergency activity immediately necessary to protect life, property or natural resources;
- I. Activities of an individual engaging in home gardening by growing flowers, vegetable and other plants primarily for use by that person and his or her family; and
- J. Landscaping and horticultural activities in connection with an existing structure.

Section 204-6. Definitions.

The terms used in this chapter or in documents prepared or reviewed under this chapter shall have the meanings set forth in this section.

AGRICULTURAL ACTIVITY

The activity of an active farm, including grazing and watering livestock, irrigating crops, using land for growing agricultural products, and cutting timber for sale, but shall not include the operation of a dude ranch or similar operation, or the construction of new structures associated with agricultural activities.

APPLICANT

A property owner who has filed an application for a land development activity.

BUILDING

Any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal or property, and occupying more than 100 square feet of area.

CHANNEL

A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

DEDICATION

The deliberate appropriation of property by its owner for general public use.

DEPARTMENT

The New York State Department of Environmental Conservation.

DESIGN MANUAL

The most recent version of the New York State Stormwater Management Design Manual, including updates, that serves as the official guide for stormwater management principals, methods and practices.

DEVELOPER

A person who undertakes land development activities.

EROSION CONTROL MANUAL

The most recent version of the New York Standards and Specifications for Erosion and Sediment Control Manual, commonly known as the "Blue Book."

GRADING

Excavation or fill material, including the resulting conditions thereof.

IMPERVIOUS COVER

Those surfaces, improvements and structures that cannot effectively infiltrate rainfall, snowmelt and water (e.g., building rooftops, pavement, sidewalks, driveways, etc.).

INDUSTRIAL STORMWATER PERMIT

A state pollutant discharge elimination system permit issued to a commercial industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

INFILTRATION

The process of percolating stormwater into the subsoil.

JURISDICTIONAL WETLAND

An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as "hydrophytic vegetation."

LAND DEVELOPMENT ACTIVITY

Construction activity, including clearing, grading, excavating, soil disturbance or placement of fill that results in land disturbance equal to or greater than one acre, or activities disturbing less than one acre of total land area that is part of a larger common plan of development or sale, even though multiple separate and distinct land development activities may take place at different times on different schedules.

LANDOWNER

The legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any person holding proprietary rights in the land.

MAINTENANCE AGREEMENT

A legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.

NONPOINT SOURCE POLLUTION

Pollution from any source other than from discernible, confined and discrete conveyances, and shall include, but not be limited to, pollutants from agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

PHASING

Clearing a parcel of land in distinct pieces or parts, with the stabilization of each piece completed before the clearing of the next.

POLLUTANT OF CONCERN

Sediment or a water quality measurement (such as total suspended solids, turbidity, or siltation) and any other pollutant identified as a cause of impairment of any water body that will receive a discharge from the *land* development activity.

PROJECT

Land development activity.

RECHARGE

The replenishment of underground water reserves.

SEDIMENT CONTROL

Measures that prevent eroded sediment from leaving the site.

SENSITIVE AREAS

Cold water fisheries, shellfish beds, swimming beaches, groundwater recharge areas, water supply reservoirs, habitats for threatened, endangered or special concern species.

SPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES GP-0-08-001

A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to developers of construction activities to regulate disturbance of one or more acres of land.

SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM MUNICIPAL SEPARATE STORMWATER SYSTEMS GP-0-08-002

A permit under the New York State Pollutant Discharge Elimination System (SPDES) issued to municipalities to regulate discharges from municipal separate storm sewers for compliance with EPA established water quality standards and/or specify stormwater standards.

STABILIZATION

The use of practices that prevent exposed soil from eroding.

STOP-WORK ORDER

An order issued that requires that all construction activity on a site be stopped.

STORMWATER

Rainwater, surface runoff, snowmelt and drainage.

STORMWATER HOTSPOT

A land use or activity that generates higher concentrations of hydrocarbons, trace metals or toxicants than are found in typical stormwater runoff, based on monitoring studies.

STORMWATER MANAGEMENT

The use of structural or nonstructural practices designed to reduce stormwater runoff and mitigate its adverse impacts on property, natural resources, and the environment.

STORMWATER MANAGEMENT FACILITY

One or a series of stormwater management practices installed, stabilized and operating for the purpose of controlling stormwater management runoff.

STORMWATER MANAGEMENT OFFICER

The Commissioner of the Department of Public Works, or his or her designee, who shall be responsible to accept and review stormwater pollution prevention plans, forward the plans to the applicable municipal board and inspect stormwater management practices.

STORMWATER MANAGEMENT PRACTICES (SMPs)

Measures, either structural or nonstructural, that are determined to be the most effective, practical means of preventing flood damage, and preventing or reducing point source or nonpoint source pollution inputs to stormwater runoff and water bodies.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

A plan for controlling stormwater runoff and pollutants from a site during and after construction activities.

SURFACE WATERS OF THE STATE OF NEW YORK

The lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean, within the territorial seas of the State of New York, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, public or private (except those private waters that do not combine or effect a junction with natural surface or underground waters), which are wholly or partially within or bordering the state or within its jurisdiction. Storm sewers and waste treatment systems, including waste treatment ponds or lagoons which also meet the criteria of this definition are not waters of the state. This exclusion only applies to man-made bodies of water that neither were originally created in waters of the state (such as a disposal area in wetlands) nor resulted from impoundment of waters of the state.

WATERCOURSE

A permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water.

WATERWAY

A channel that directs surface runoff to a *watercourse* or to the public storm drain.

Section 204-7. Stormwater prevention plans.

- A. Stormwater pollution prevention plan requirement. No application for approval of a land development activity shall be reviewed until the appropriate board has received a stormwater pollution prevention plan (SWPPP) prepared in accordance with the specifications within this chapter.
- B. Contents of stormwater pollution prevention plans.
 - (1) All SWPPPs shall provide the following background information and sediment controls:
 - (a) Background information about the scope of the project, including location, type, and size of project;
 - (b) Site/map construction drawing(s) for the project, including a general location map. At a minimum, the site map should show the total site area; all improvements; areas of disturbance; areas that will not be disturbed; existing vegetation; onsite and adjacent off-site water(s); wetlands and drainage patterns that could be affected by the construction activity; existing and final slopes; locations of off-site material; waste, borrow or equipment storage areas; and location(s) of the stormwater discharge(s);
 - (c) A description of the soil(s) at the present site;
 - (d) A construction phasing plan describing the intended sequence of construction activities, including clearing and grubbing, excavation and grading, utility and infrastructure installation

and any other activity at the site that results in soil disturbance. Consistent with the New York Standards and Specifications for Erosion and Sediment Control (Erosion Control Manual), not more than five acres shall be disturbed at any one time, unless pursuant to an approved SWPPP;

- (e) A description of the pollution prevention measures that will be used to control litter, construction chemicals and construction debris from becoming a pollutant source in stormwater runoff;
 - (f) A description of construction and waste materials expected to be stored on site with updates, as appropriate, and a description of controls to reduce pollutants from these materials, including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response;
 - (g) Temporary and permanent structural and vegetative measures to be used for soil stabilization, runoff control and sediment control for each stage of the project from initial land clearing and grubbing to project closeout;
 - (h) A site map/construction drawing(s) specifying the location(s), sizes, and lengths of each sediment control practice;
 - (i) The dimensions, material specifications and installation details for all erosion and sediment control practices, including the siting and sizing of any temporary sediment basins;
 - (j) The temporary practices that will be converted to permanent control measures;
 - (k) The implementation schedule for staging temporary erosion and sediment control practices, including the timing of the initial placement and duration that each practice should remain in place;
 - (l) A maintenance schedule to insure continuous and effective operation of the erosion and sediment control practice;
 - (m) The name(s) of the receiving water(s);
 - (n) A delineation of SWPPP implementation responsibilities for each part of the site;
 - (o) A description of structural practices designed to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable; and
 - (p) Any existing data that describes the stormwater runoff at the site.
- (2) Land development activities as defined in Section 204-6 of this Chapter and meeting Condition A, B or C below shall also include water and water quality controls (post-construction stormwater runoff controls) as set forth in this Chapter as applicable:
- (a) Condition A: stormwater runoff from land development activities discharging a pollutant of concern to either an

impaired water identified on the Department's 303(d) list of impaired waters or a total maximum daily load (TMDL) designated watershed for which pollutants in stormwater have been identified as a source of the impairment.

- (b) Condition B: stormwater runoff from land development activities disturbing five or more acres.
 - (c) Condition C: stormwater runoff from land development activities disturbing between one and five acres of land during the course of the project, exclusive of the construction of single-family residences and construction activities at agricultural properties.
- (3) SWPPP requirements for Conditions A, B and C:
- (a) All information in subsection B(1) of this section;
 - (b) A description of each post-construction stormwater management practice;
 - (c) Site map/construction drawing(s) showing the specific locations and sizes of each post-construction management practice;
 - (d) A hydrologic and hydraulic analysis for all structural components of the stormwater management system for applicable design storms;
 - (e) A comparison of post-development stormwater runoff conditions;
 - (f) The dimensions, material specifications and installation details for each post-construction stormwater management practice;
 - (g) A maintenance schedule to ensure continuous and effective operation of each post-construction stormwater management practice;
 - (h) Maintenance easements to ensure access to all stormwater management practices at the site for the purpose of inspection and repair. Easements shall be recorded on the plan and shall remain in effect with the transfer of title to the property; and
 - (i) An inspection and maintenance agreement binding on all subsequent landowners served by the on-site stormwater management measures in accordance with Section 204-9 of this Chapter.
 - (j) For Condition A, the SWPPP shall be prepared by a landscape architect, certified professional or professional engineer and must be signed by the professional preparing the plan, who shall certify that the design of all stormwater management practices meet the requirements of this Chapter.
- C. Other environmental permits. The applicant shall assure that all other applicable environmental permits have been or will be acquired for the land development activity prior to approval of the final stormwater design plan.
- D. Contractor certification.

- (1) Each contractor and subcontractor identified in the SWPPP who will be involved in soil disturbance and/or stormwater management practice installation shall sign and date a copy of the following certification statement before undertaking any land development activity. "I certify under penalty of law that I understand and agree to comply with the terms and conditions of the stormwater pollution prevention plan. I also understand that it is unlawful for any person to cause or contribute to a violation of water quality standards."
 - (2) The certification must include the name and title of the person providing the signature, address of the contracting firm, the address (or other identifying description) of the site, and the date the certification is made.
 - (3) The certification statement(s) shall become part of the SWPPP for the land development activity.
- E. A copy of the SWPPP shall be retained at the site of the land development activity during construction from the date of initiation of construction activities to the date of final stabilization.

Section 204-8 Performance and design criteria for stormwater management and erosion and sediment control.

All land development activities shall be subject to the following performance and design criteria:

- A. Technical standards. For the purposes of this chapter, the following documents shall serve as the official guides and specifications for stormwater management. Stormwater management practices that are designed and constructed in accordance with these technical documents shall be presumed to meet the standards imposed by this chapter.
- (1) The New York State Stormwater Management Design Manual (the New York State Department of Environmental Conservation, most current version, or its successor, hereinafter referred to as "the Erosion Control Manual").
 - (2) New York Standards and Specifications for Erosion and Sediment Control (Empire State Chapter of the Soil and Water Conservation Society, 2004, most current version, or its successor, hereinafter referred to as the "Design Manual").
- B. Equivalence to technical standards. Where stormwater management practices are not in accordance with technical standards, the applicant, or developer, must demonstrate equivalence to the technical standards set forth in Subsection A, and the SWPPP shall be prepared by a licensed professional.
- C. Water quality standards. Any land development activity shall not cause an increase in turbidity that will result in substantial visible contrast to natural conditions in the surface waters of the State of New York.

Section 204-9 Maintenance, inspection and repair of stormwater facilities.

- A. Maintenance and inspection during construction.

- (1) The applicant or developer of the land development activity, or his or her representative, shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the applicant or developer to achieve compliance with the conditions of this chapter. Sediment shall be removed from sediment traps or sediment ponds whenever their design capacity has been reduced by 50%.
 - (2) For land development activities as defined in Section 204-6, and meeting Condition A, B or C in Section 204-7, the applicant shall have a qualified professional conduct site inspections and document the effectiveness of all erosion and sediment control practices every seven days, and within 24 hours of any storm event producing 1/2 inch of rain or more. Inspection reports shall be maintained in a site log book.
- B. Maintenance easement(s). Prior to the issuance of any approval that has a stormwater management facility as one of the requirements, the applicant, or developer, must execute a maintenance easement agreement that shall be binding on all subsequent landowners served by the stormwater management facility. The easement shall provide for access to the facility at reasonable times for periodic inspection by the Town of Oyster Bay to ensure that the facility is maintained in proper working condition to meet design standards and any other provisions established by this chapter. The easement shall be recorded by the grantor in the Office of the Nassau County Clerk after approval by the counsel for the Town of Oyster Bay.
- C. Maintenance after construction. The owner or operator of permanent stormwater management practices installed in accordance with this chapter shall ensure that they are maintained and operated to achieve the goals of this chapter. Proper operation and maintenance also includes, as a minimum, the following:
- (1) A preventative/corrective maintenance program for all critical facilities and systems of treatment and control (or related appurtenances) which are installed or used by the owner or operator to achieve the goals of this chapter.
 - (2) Written procedures for operation and maintenance and training new personnel.
 - (3) Discharges from the SMPs shall not exceed design criteria or cause or contribute to water quality standard violations in accordance with Section 204-8.
- D. Maintenance agreements. The Town of Oyster Bay shall approve a formal maintenance agreement for stormwater management facilities binding on all subsequent landowners and recorded in the Nassau County Clerk as a deed restriction on the property prior to final plan approval. The maintenance agreement shall be consistent with the terms and conditions of Schedule B of this chapter, entitled Sample Stormwater Control Facility Maintenance Agreement. (Note: Schedule B, Sample Stormwater Control Facility Maintenance Agreement, is included at the end of this chapter.) The Town of Oyster Bay, in lieu of a maintenance

agreement, and at its sole discretion, may accept dedication of any existing or future stormwater management facility, provided such facility meets all of the requirements of this chapter and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

Section 204-10. Stormwater pollution prevention plan.

(Note: For stormwater pollution prevention plan provisions relating to subdivision plat approval, see §§ 246-5.4.1.6.2 and 246-5.4.1.9.2.)

Section 204-11. Construction inspection.

A. Erosion and sediment control inspection.

- (1) The Oyster Bay Stormwater Management Officer may require such inspections as are necessary to determine compliance with this chapter and may either approve that portion of the work completed or notify the applicant wherein the work fails to comply with the requirements of this chapter and the stormwater pollution prevention plan (SWPPP), as approved. To obtain inspections, the applicant shall notify the Town of Oyster Bay enforcement official at least 48 hours before any of the following, as required by the Stormwater Management Office:

- (a) Start of construction.
- (b) Installation of sediment and erosion control measures.
- (c) Completion of site clearing.
- (d) Completion of rough grading.
- (e) Completion of final grading.
- (f) Close of the construction season.
- (g) Completion of final landscaping.
- (h) Successful establishment of landscaping in public areas.

- (2.) If any violations are found, the applicant and developer shall be notified, in writing, of the nature of the violation and the required corrective actions. No further work shall be conducted except for site stabilization until any violations are corrected and all work previously completed has received approval by the Stormwater Management Officer.

B. Stormwater management practice inspections. The Town of Oyster Bay Stormwater Management Officer is responsible for conducting inspections of stormwater management practices (SMPs). All applicants are required to submit as-built plans for any SMPs located on-site after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be certified by a professional engineer.

C. Inspection of stormwater facilities after project completion. Inspection programs shall be established on any reasonable basis, including, but not limited to: routine inspections, inspections based on complaints or other notice of possible violations, inspections of drainage basins or areas

identified as higher-than-typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher-than-usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the SPDES stormwater permit, and joint inspections with other agencies inspecting other environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records, sampling discharges, surface water, groundwater and material or water in drainage control facilities, and evaluating the condition of drainage control facilities and other SMPs.

- D. Submission of reports. The Town of Oyster Bay Stormwater Management Officer may require monitoring and reporting from entities subject to this chapter as are necessary to determine compliance with this chapter.
- E. Right-of-entry for inspection. When any new stormwater management facility is installed on private property or when any new connection is made between private property and the public stormwater system, the landowner shall grant to the Town of Oyster Bay the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection specified in Subsection C hereof.

Section 204-12. Performance guarantee.

- A. Construction completion guarantee. In order to ensure the full and faithful completion of all land development activities related to compliance with all conditions set forth by the Town of Oyster Bay in its approval of the stormwater pollution protection plan, the Town of Oyster Bay may require the applicant or developer to provide, prior to construction, a performance bond, cash escrow or irrevocable letter of credit from an appropriate financial surety institution which guarantees satisfactory completion of a project and names the Town of Oyster Bay as the beneficiary. The security shall be in an amount to be determined by the Town of Oyster Bay based on submission of final design plans, with reference to actual construction and landscaping costs. The performance guarantee shall remain in force until the surety is released from liability by the Town of Oyster Bay, provided that such period be not less than one year from the date of final acceptance or such other certification that the facility(ies) have been constructed in accordance with the approved plans and specifications and that a one-year inspection has been conducted and the facility(ies) have been found to be acceptable to the Town of Oyster Bay. Per-annum interest on cash escrow deposits shall be reinvested in the account until the surety is released from liability.
- B. Maintenance guarantee. Where stormwater management and erosion and sediment control facilities are to be operated and maintained by the developer or by a corporation that owns or manages a commercial or industrial facility, the developer, prior to construction, may be required to provide the Town of Oyster Bay with an irrevocable letter of credit from an

approved financial institution or surety to ensure proper operation and maintenance of all stormwater management and erosion and control facilities both during and after construction and until the facilities are removed from operation. If the developer or landowner fails to properly operate and maintain stormwater management and erosion and sediment control facilities, the Town of Oyster Bay may draw upon the account to cover the costs of proper operation and maintenance, including, but not limited to, engineering and inspection costs.

- C. Recordkeeping. The Town of Oyster Bay may require entities subject to this chapter to maintain records demonstrating compliance with this chapter.

Section 204-13. Enforcement; penalties for offenses.

- A. Notice of violation. When the Town of Oyster Bay determines that a land development activity is not being carried out in accordance with the requirements of this chapter, it may issue a written notice of violation to the landowner. The notice of violation shall contain:
- (1) The name and address of the landowner, developer or applicant;
 - (2) The address, when available, or a description of the building, structure or land upon which the violation is occurring;
 - (3) A statement specifying the nature of the violation;
 - (4) A description of the remedial measure necessary to bring the land development activity into compliance with this chapter and a time schedule for the completion of such remedial action; and
 - (5) A statement of the penalty or penalties that shall, or may, be assessed against the person to whom the notice is directed.
- B. Stop-work orders. The Town of Oyster Bay may issue a stop-work order for violations of this chapter. Persons receiving a stop-work order shall be required to halt all land development activities, except those activities that address the violations leading to the stop-work order. The stop-work order shall be in effect until the Town of Oyster Bay confirms that the land development activity is in compliance and the violation has been satisfactorily addressed. Failure to address a stop-work order may result in civil, criminal or monetary penalties in accordance with the enforcement measures authorized in this chapter.
- C. Violations. Any land development activity that is commenced or is conducted contrary to this chapter may be restrained by injunction or otherwise abated in a manner provided by law.
- D. Penalties. In addition to, or in place of, any penalty provided herein or otherwise provided by law, any person who violates the provisions of this chapter shall be guilty of a violation punishable by a fine not exceeding \$350 or imprisonment for a period not to exceed six months, or both, upon conviction of a first offense. A conviction for a second offense, committed within five years of a conviction for a first offense, shall be punishable by a fine not exceeding \$700 or a period of imprisonment not to exceed six months, or both. A conviction for a third or subsequent offense, committed within five years of all previous convictions for violation of this chapter, shall

be punishable by a fine not exceeding \$1,000 or a period of imprisonment not to exceed six months, or both. However, for the purposes of conferring jurisdiction upon the courts and judicial officers generally, violations of this chapter shall be deemed misdemeanors, and for such purposes only, all provisions of law relating to misdemeanors shall apply to such violations. Each week's continued violation shall constitute a separate and additional violation.

- E. Withholding of certificate of occupancy. If any building or land development activity is installed or conducted in violation of this Chapter, the Stormwater Management Officer may prevent the occupancy of said building or land.
- F. Restoration of lands. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the Town of Oyster Bay shall take all necessary corrective action, the cost of which shall become a lien upon the property until paid.

Section 204-14. Fees for services.

The Town of Oyster Bay may require any person undertaking land development activities regulated by this chapter to pay reasonable costs at prevailing rates for review of SWPPPs, inspections or SMP maintenance performed by the Town of Oyster Bay or by a third party for the Town of Oyster Bay.

Section 204-15. Severability.

If the provisions of any article, section, subsection, paragraph, subdivision, clause, phrase, or sentence of this chapter shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision, clause, phrase or sentence of this chapter.

Section 23: Amend Chapter 246, by adding Section 246-5.5.33, as follows:

Section 5.5.33 Commercially Zoned Property Abutting or Within 100 foot radius of Residential Districts

The hours of operation of any establishment located in a commercial district (any district other than a Residence District) which abuts a Residence District or is located within a 100 foot radius of any Residence District, shall be limited to 6:00 am to 11:00 pm, and deliveries to said establishment and operation of property maintenance and any other potential sources of noise disturbance shall also be limited to those hours.

Section 24: Amend Chapter 246, Section 246-6.8.2, to read as follows:

Section 6.8.2

Any application for extension, on an annual basis, shall be made by the applicant to the Department of Planning and Development prior to the

expiration of the specific time period sought to be extended, and with the permission of and upon the recommendation of, the Commissioner of Planning and Development may be sought after the expiration of the specific time period sought to be extended, but in no event shall any extension extend the period beyond four years from the date the site plan was approved, or an amended site plan was reviewed, unless a new SEQRA determination has been made. Any application for extension shall be accompanied by a fee as determined in accordance with the fee schedule established by the Commissioner of the Department of Planning and Development. The approving agency may extend all time limits for good cause shown, if said agency deems such extension warranted

Section 25: Amend Chapter 246, Section 246-9.3.5. **Expiration**, to read as follows:

Section 246-9.3.5. Expiration

A special use permit shall be deemed to authorize only the particular use or uses specified in the resolution of special use permit and site plan approval and will expire if the approved use and/or site development is not commenced within one year of the date of approval and is not diligently prosecuted to completion. The approving agency may, upon request of the applicant, grant additional time periods for the initiation of such action of up to six months each, subject to appropriate conditions, but in no event shall any extension extend the period beyond four years from the date the special use permit was originally granted. The approving agency may also establish a time limit for the completion of all required work necessary prior to the establishment of the special permit use. The special use permit shall expire if said use or uses shall cease for more than one year for any reason or if all required improvements are not maintained and all conditions and standards complied with throughout the duration of the use. For a use intended to be temporary, the approving agency may issue a special use permit for a specific period of time.

Section 26. SEQRA Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(20) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Section 27. Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Section 28. This local law shall become effective immediately upon filing with the Secretary of State.

I, JAMES ALTADONNA, JR., Town Clerk of the Town of Oyster Bay, hereby certify that the local law annexed hereto, designated as Local Law No. _____ of 2018 of the Town of Oyster Bay was duly passed by the Town Board on _____, 2018, in accordance with the applicable provisions of law.

James Altadonna, Jr., Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2018

STATE OF NEW YORK
COUNTY OF NASSAU

I, JOSEPH NOCELLA, Town Attorney of the Town of Oyster Bay, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Joseph Nocella, Town Attorney, Town of Oyster Bay

Date: _____, 2018

S:\Attorney\LOCAL LAWS\Code Revisions 2018\LL.docx

WHEREAS, by Resolution No. 341-2016, adopted on June 21, 2016, the Town Board authorized the Supervisor to enter into an agreement with RL Entertainment, LLC, d/b/a Bricks 4 Kidz, to provide youth science enrichment camp programs, for the period from July 1, 2016 through June 30, 2017, with the option of five (5) one (1) year mutually agreed upon extension options; and

WHEREAS, Rich Norris and Lauren Norris, owners of RL Entertainment, LLC, d/b/a Bricks 4 Kidz, by letter dated March 27, 2018, requested to extend said agreement, for an additional one (1) year, from July 1, 2018 through June 30, 2019, at the existing terms and conditions; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 11, 2018, requested Town Board authorization to exercise the second one-year extension from July 1, 2018 through June 30, 2019, under the same terms and conditions of the current agreement, at the current licensing fee of 15%, for the period July 1, 2018 to June 30, 2019, and further requested that the Supervisor and/or his designee be authorized to exercise the extension,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor and/or his designee, is hereby authorized to exercise the second extension option with RL Entertainment, LLC, d/b/a Bricks 4 Kidz, to provide youth science enrichment camp programs, for the period from July 1, 2018 through June 30, 2019, under the same terms and conditions of the original agreement, at the current licensing fee of 15%.

-#-

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

10

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET

FROM : JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE : May 4, 2018

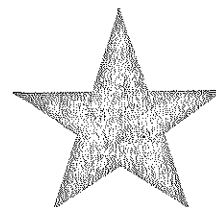
SUBJECT : Request for contract extension approval- RL Entertainment, LLC d/b/a Bricks4Kidz

The Department of Parks will submit a formal request for the approval of a contract extension for RL Entertainment, LLC d/b/a Bricks4Kidz, in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board meeting to be held on May 22, 2018.



JOSEPH G. PINTO
COMMISSIONER OF PARKS

c. Town Attorney with 7 Copies



TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks


DATE: May 11, 2018

SUBJECT: Supplemental Memo Docket of May 8, Item # 10 - Contract Extension for the Summer Camp Program- RL Entertainment, LLC d/b/a Bricks 4 Kidz

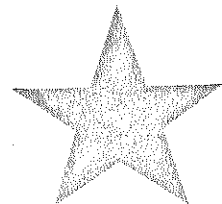
Pursuant to Resolution No. 341-2016, (attached) dated June 21, 2016, the Town Board authorized the Supervisor to enter into a one (1) year contract with five (5), one (1) year mutually agreed upon extension options with RL Entertainment, LLC d/b/a Bricks 4 Kidz. The purpose of this agreement is to provide youth science enrichment and similar camp programs that best utilize the buildings and amenities at various Town facilities.

By letter dated March 27, 2018, (attached) Rich and Lauren Norris, owners of RL Entertainment, LLC d/b/a Bricks 4 Kidz, have requested to extend said agreement for one (1) year from July 1, 2018 through June 30, 2019, under the terms and conditions of the current agreement, including the licensing fee which will remain at 15%.

Therefore, it is respectfully requested that the Town Board authorize the Town to extend this agreement for one (1) year as outlined above.


Joseph G. Pinto
Commissioner

Attachments
cc: Town Attorney (original with 7 copies)



WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, and George Baptista, Deputy Commissioner of the Department of Parks, by memoranda dated June 6, 2016 and June 9, 2016, advised that on February 11, 2016, the Parks Department issued a Request for Proposal for "Summer Camp Programs"; and

WHEREAS, in response to that Request for Proposals, three (3) responses were timely received by the Department of Parks; and

WHEREAS, after review of all of the responses that were received by the Department of Parks, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, the Department of Parks recommends and requests that the Town Board authorize the Supervisor to enter into an agreement with RLEntertainment LLC, 175 Main Avenue Apt. 106, Wheatley Heights, NY 11798-2119, to provide youth science enrichment camp programs for one (1) year, effective July 1, 2016 and terminating on June 30, 2017, with the option of five (5) one year, mutually agreed upon, extensions, and RLEntertainment LLC shall pay the Town 15% of the annual gross registration receipts each year; and

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

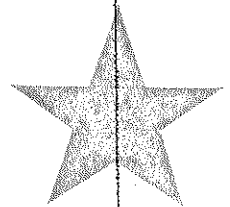
NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is hereby approved, and the Supervisor is hereby authorized to execute any and all documents necessary to enter into an agreement with RLEntertainment LLC, 175 Main Avenue Apt. 106, Wheatley Heights, NY 11798-2119.

#

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

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

cc Supervisor
Town Attorney
Comptroller (2)
Parks





We Learn, We Build, We Play with...
LEGO® Bricks

Thursday March 27th, 2018

BRICKS 4 KIDZ™

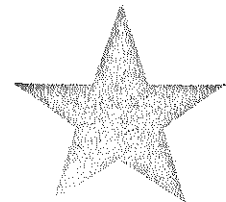
175 Main Ave, Apt 106
Wheatley Heights, NY 11798
(631) 920-2466
lnorris@bricks4kidz.com

Dear Commissioner Pinto,

We as in Bricks4Kidz Mid Island would be interested in extending our contract with the Town of Oyster Bay for July 1, 2018 through June 30, 2019. We plan to host our 3rd year of summer camps in the town's parks for the community. We submitted an updated insurance certificate as well. Please let us know if you have any other questions or need additional information. Thanks.

Sincerely,

Lauren A. Norris
Rich and Lauren Norris





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brian Levitt Agency LLC - State Farm Insurance
704 5th Avenue
Brooklyn, NY 11215



CONTACT NAME: Brian Levitt, Agent
PHONE (A/C, No. Ext): 718-768-7500 FAX (A/C, No): 877-625-9302
E-MAIL ADDRESS: Brian@WehnsureNewYork.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company	25143
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED RL ENTERTAINMENT LLC
175 MAIN AVE APT 106
WHEATLEY HTS NY 11798-2119

COVERAGES

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	92-BU-V383-5	10/18/2017	10/18/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
	ALL OWNED AUTOS					
	HIRED AUTOS					
	SCHEDULED AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTIONS \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

TUTORING/TEACHING SCHOOL AGED CHILDREN

Certificate holder is to be named as additional insured for the policy period.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF OYSTER BAY
977 HICKSVILLE RD
MASSAPEQUA, NY 11758

Reviewed By
Office of 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

Brian Levitt

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

1001486 132849.6 11-15-2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Town of Oyster Bay 977 Hicksville Rd Massapequa, NY 11758

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

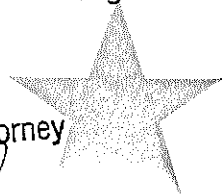
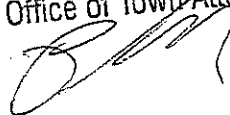
B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed By
Office of Town Attorney





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brian Levitt Agency LLC - State Farm Insurance
704 5th Avenue
Brooklyn, NY 11215



CONTACT NAME: Brian Levitt, Agent
PHONE (A/C No. Ext): 718-768-7500 FAX (A/C No): 877-625-9302
E-MAIL ADDRESS: Brian@WeInsureNewYork.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: State Farm Fire and Casualty Company 25143

INSURED RL ENTERTAINMENT LLC
175 MAIN AVE APT 106
WHEATLEY HTS NY 11798-2119

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	92-BU-V383-5	10/18/2017	10/18/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

TUTORING/TEACHING SCHOOL AGED CHILDREN

Certificate holder is to be named as additional insured for the policy period.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF OYSTER BAY
977 HICKSVILLE RD
MASSAPEQUA, NY 11758

Reviewed By
Office of 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

Brian Levitt

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ACORD 25 (2010/05)

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1001486 132849 6 11-15-2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Town of Oyster Bay 977 Hicksville Rd Massapequa, NY 11758

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed By
Office of Town Attorney




62 (Policy Provisions: WC 00 00 00 C)

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GA INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number:

30147

Company Code: P



Suffix	
LARS	RENEWAL
	04

POLICY NUMBER:

76 WEG GA5762

Previous Policy Number:

76 WEG GA5762

HOUSING CODE: 76

1. Named Insured and Mailing Address: RL ENTERTAINMENT
(No., Street, Town, State, Zip Code)

(SEE ENDT)

FEIN Number: 460851133

175 MAIN AVE APT 106
WYANDANCH, NY 11798

State Identification Number(s):

UIN:

The Named Insured is: CORPORATION

Business of Named Insured: SCHOOL - FINE ART

Other workplaces not shown above: 175 MAIN AVE APT 106
WYANDANCH NY 11798

2. Policy Period: From 11/12/17 To 11/12/18
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: AP INTEGO INSURANCE GROUP LLC

PO BOX 33015
SAN ANTONIO, TX 78265
Producer's Code: 250846

Issuing Office: THE HARTFORD
3600 WISEMAN BLVD.
SAN ANTONIO TX 78251
(877) 287-1316

Total Estimated Annual Premium: \$312

Deposit Premium:

Policy Minimum Premium: \$294 NY

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Suean L. Castaneda

Authorized Representative

09/23/17

Date

Form WC 00 00 01 A (1) Printed in U.S.A.
Process Date: 09/23/17

ORIGINAL

Page 1 (Continued on next page)
Policy Expiration Date: 11/12/18

08589

*1500276GA57620101



CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Trinity Transportation Corporation 214 Blydenburg Rd Islandia, NY 11749-5006 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)	1b. Business Telephone Number of Insured (631)234-7100 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 113180115
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Oyster Bay 74 Audrey Ave Oyster Bay, NY 11771	3a. Name of Insurance Carrier Continental Indemnity Co. 3b. Policy Number of Entity Listed in Box "1a" 73-886108-04-03 3c. Policy effective period 07/01/17 to 07/01/18 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

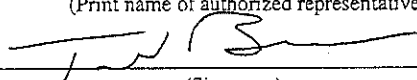
Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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

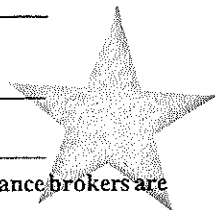
Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage 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: Todd Brown
(Print name of authorized representative or licenced agent of insurance carrier)
Approved by:  06/30/2017
(Signature) (Date)
Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 234-4424

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



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

This Agreement is made this 9th day of May, 2018, by Recreation at Bricks & Kite hereinafter "Organization". Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Haghighi Park in Old Bethpage, Allen Park in Farmingdale, and Burns Park in Monticello

for the event described as STEM based education, Lego Building with motors and moving parts. The property/equipment is needed from June 25th 2018 to August 31st 2018. The event for which the property and/or equipment is requested (☐) is (☒) is not a profit making event.

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

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

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

Name of Organization

Recreation at Bricks & Kite

Address of Organization

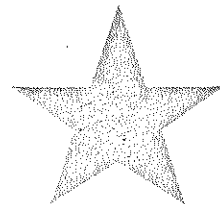
175 Main Ave, Apt 106
Whitely Heights, NY 11798

By: Lawrence A. Morris

Authorized Representative

Title: Owner/Operator

Telephone Number: (631) 920-2466



WHEREAS, Len Margolis, President, Locust Valley Chamber of Commerce, P. O. Box 178, Locust Valley, New York 11560, by letter dated April 13, 2018, has requested the use of twelve (12) complete barricades and the closure of parking area on Branch Hill Road and Parking Lot LV-1, Locust Valley, New York, for their 4th Annual Outdoor Art Walk Festival, to be held on Saturday, May 26, 2018 from 11:00 a.m. to 4:00 p.m., and that said barricades be dropped off on Friday, May 25, 2018 and collected on Tuesday, May 29, 2018; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 8, 2018, has advised that he has no objection to providing the Locust Valley Chamber of Commerce with the use of twelve (12) complete barricades, to be delivered on May 25, 2018, and the closure of parking area on Branch Hill Road and Parking Lot LV-1, Locust Valley, New York, in conjunction with the 4th Annual Outdoor Art Walk Festival, to be held on Saturday, May 26, 2018 from 11:00 a.m. to 4:00 p.m.; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and John P. Bishop, Deputy Commissioner, Highway Department, is hereby authorized to provide the Locust Valley Chamber of Commerce with the use of twelve (12) complete barricades, to be delivered on May 25, 2018 and collected on May 29, 2018, and to close off the parking area on Birch Hill Road and Parking Lot LV-1, Locust Valley, New York, in conjunction with the 4th Annual Outdoor Art Walk Festival, to be held on Saturday, May 26, 2018 from 11:00 a.m. to 4:00 p.m.:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly authorized designee;
2. The Locust Valley Chamber of Commerce must provide the Town with proof that they notified the Nassau County Police Department, and the Nassau County Department of Public Works;
3. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and in the conduct of the aforesaid activity; and
4. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability and products liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate naming the Town of Oyster Bay as an additional insured, in connection with the aforescribed activity.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Public Safety
Public Works

Reviewed By
Office of Town Attorney

27

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 8, 2018

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: LOCUST VALLEY CHAMBER OF COMMERCE
4th ANNUAL OUTDOOR ART WALK FESTIVAL
SATURDAY, MAY 26th 2018

Enclosed please find a copy of the letter from Len Margolis, President, requesting our assistance on behalf of the Locust Valley Chamber of Commerce in conducting their 4th Annual Outdoor Art Walk Festival on Saturday, May 26th, 2018.

The highway department has no objection to the Locust Valley Chamber of Commerce utilizing parking lot LV-1 during the Annual Outdoor Art Walk Festival on May 26th, 2018.

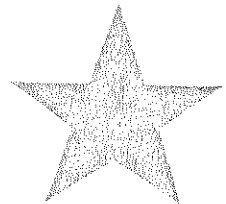
In addition, the Highway Department will be pleased to provide twelve (12) complete barricades for the event, from May 25th thru May 29th, 2018.

Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover the Town of Oyster Bay equipment used for the event. Therefore Town Board approval is requested.


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/taw

C: Town Attorney (7) copies
Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Richard Lenz, P.E., Commissioner DPW/HWY
Justin McCaffrey, Commissioner, Public Safety Department
Steve Kelly, Sign Bureau Supervisor





Locust Valley Chamber of Commerce

P.O. Box 178
Locust Valley, New York 11560
www.locustvalleychamber.com

April 13th, 2018

Richard Lenz
Commissioner of Highway
150 Miller Place
Syosset, NY 11791

The Locust Valley Chamber of Commerce (LVCC) will be holding its 4th annual Outdoor Art Walk Festival, on Saturday May 26th, from 11:00 am until 4:00 pm. We would like to request a permit to close off the parking area (island) on Birch Hill Road (between Forest Ave. and Elm St.) and Parking Lot LV-1. We are hoping that this will help bring potential customers to the area to promote commerce in the area for this event.

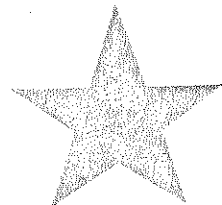
We would like to request the use of 12 barricades to close off the parking area.

The requisite insurance will be provided to the Town of Oyster Bay and Nassau County for this event. We would very much appreciate your assistance in arranging for a permit, for the approval for the use of this area.

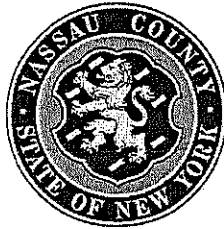
Should you have any questions or require any further information please do not hesitate to contact me @ (516) 759-1133. Thank you

Yours Truly,

Len Margolis, President LVCC



LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

Mail Log 5/4/18 ✓ Perry

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

DEPUTY COMM/HIGHWAY

April 30, 2018

Len Margolis, President
Locust Valley Chamber of Commerce
Post Office Box 178
Locust Valley, New York 11560

Re: 4th Annual Outdoor Art Walk Festival
May 26, 2018, from 10:00 a.m. to 4:00 p.m.
Adjacent to Birch Hill Road (a.k.a Locust Valley-Brookville Road), Locust Valley

Dear Mr. Margolis:

The Department is in receipt of your Certificate of Liability Insurance for the above referenced event, naming Nassau County as an additional insured requesting the temporary closing of the parking area (island) on Birch Hill Road, adjacent to the Long Island Railroad Crossing between Forest Avenue and Elm Street and the use of the adjacent area parking on Elm Street.

The Department has reviewed the aforesaid certificate and found it to be satisfactory to indemnify Nassau County against any and all claims arising from the above referenced event.

It is our understanding that for the subject event there will be no temporary diversion of traffic on Birch Hill Road (a County Road).

We trust the event will be well attended, and if you have any further questions, please contact Daniel Davis, a member of my staff, at 571-6885.

Very truly yours,

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

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:jd

AIM W.O. # 18-221402

c: Honorable Donald N. Mackenzie, Legislator, 18th L.D.
Brian J. Schneider, Deputy County Executive
Leslie Rothschild, Director, Office of Legislative Affairs
Mary Studdert, Press Secretary Department of Public Works
Michael Fasano, Unit Head, Road Maintenance Unit
✓ John Bishop, Deputy Highway Commissioner, Town of Oyster Bay
Kimberly Zervos, Town of Oyster Bay, Department of Public Works
Daniel Davis, Project Manager





LOCUS-4

OP ID: MC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BADGE AGENCY, INC. 500 North Broadway, Suite 231 Jericho, NY 11753 REARDON RAPLEE LINDNER	516-676-0070	CONTACT NAME REARDON RAPLEE LINDNER PHONE (A/C, No, Ext): 516-676-0070 FAX (A/C, No): 516-676-0258 E-MAIL ADDRESS:
INSURED Locust Valley Chamber of Commerce P O Box 178 Locust Valley, NY 11660		INSURER(S) AFFORDING COVERAGE INSURER A: MT. VERNON INSURANCE CO. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		NBP2552266	05/04/2018	05/04/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional Insured.

RE: Art Walk/ Health Fair Saturday 5/26/18

CERTIFICATE HOLDER

TOBARTW

TOWN OF OYSTER BAY
150 MILLER PLACE
SYOSSET, NY 11791

Reviewed By
Office of Town Attorney

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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POLICY NUMBER: NBP2552266

COMMERCIAL GENERAL LIABILITY

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 Person or Organization:

Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Reviewed By
Office of Town Attorney



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

This Agreement is made this 13 day of April 2018, by Locust Valley Chamber of Commerce (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 12 Barricade

for the event described as ART WALK 2018

The property/equipment is needed from Friday May 25th to Tues May 29th
The event for which the property and/or equipment is requested (☒) is (☐) is not a profit making event.

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

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

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

Name of Organization

Locust Valley Chamber of Commerce

Address of Organization

178
Locust Valley ny 11560

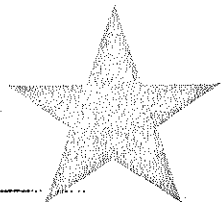
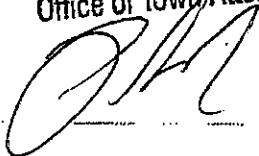
By: [Signature]
Authorized Representative

Title: Resident

Telephone Number: 516-759-1133

~~SYNOPSIS OF FINAL REPORT FOR USE IN PROTECTIVE WORK~~

Reviewed By
Office of Town Attorney



DATE: 5/4/18

TO: HIGHWAY OPERATIONS

SUBJECT: Locust Valley CoC 4th Annual Art Walk Festival

PLEASE DELIVER TO:

Lot LV-1
Locust Valley

CONTACT: Len Margolis
516-759-1133

DATE OF EVENT: 5/26/18

BARRICADES: 12

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 5/25/18

PICKUP ON: 5/29/18

SWEEPING BEFORE AFFAIR IS NEEDED:

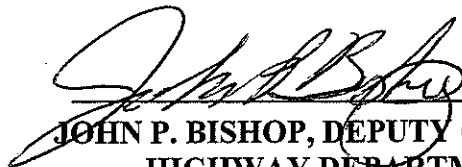
XX

YES

NO

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

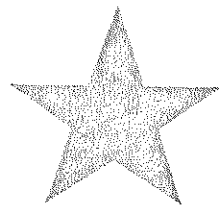
JPB/taw



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Peter Brown, Regional Foreman 003
Jim Ajamian, Area Foreman 011
Jeff VanNostrand

Public Safety Division
Dan Kornfeld



At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on May 22, 2018, at 7:00 o'clock P.M., Prevailing Time.

Reviewed By
Office of Town Attorney
[Signature]

PRESENT:

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

In the Matter of	:	Resolution No. 366-2018
the Increase and Improvement of the Facilities	:	
of the Public Parking District in the Town of	:	ORDER CALLING PUBLIC HEARING
Oyster Bay, Nassau County, New York.	:	
	:	

WHEREAS, the Town Board of the Town of Oyster Bay, Nassau County, New York, has had under consideration the increase and improvement of the facilities of the Public Parking District (the "District") in said Town, consisting of various improvements to parking facilities, including the construction and partial refurbishing and improvement of the Hicksville Public Parking Garage in

said District and various improvements to District parking lots, including incidental expenses in connection therewith; and

WHEREAS, the Town Board of said Town has duly caused to be prepared an estimate of cost relating to said increase and improvement of facilities in said District, which is on file in the office of the Town Clerk; and

WHEREAS, following the opening of bids, it has been determined that the estimated maximum cost to said District of such increase and improvement of facilities, taking into account contingencies, is \$18,100,000, of which \$7,300,000 is available from prior bond authorizations for the construction of the Hicksville Public Parking Garage, as part of the \$65,000,000 authorized by bond resolutions adopted July 15, 2008 and September 7, 2010, and \$6,800,000 is available from Bond Resolution No. 249B-2018, adopted April 10, 2018, so that the \$18,100,000 estimated maximum cost is an increase of \$4,000,000 over the amounts previously authorized; and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law 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 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 said District and use and it has been determined that such increase and improvement of the facilities of said District and use 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 June 5, 2018, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of said 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 the Newsday, the official newspaper of said 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 June 5, 2018, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Public Parking District (the "District") in said Town, including the construction and partial refurbishing and improvement of the Hicksville Public Parking Garage in said District, and various improvements to District parking lots, including incidental expenses in connection therewith, at an estimated maximum cost of \$18,100,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Of the \$18,100,000 estimated maximum cost, \$7,300,000 is available from prior bond authorizations for the construction of the Hicksville Public Parking Garage, as part of the \$65,000,000 authorized by bond resolutions adopted July 15, 2008 and September 7, 2010, and \$6,800,000 is available from Bond Resolution No. 249B-2018, adopted April 10, 2018. The \$18,100,000 estimated maximum cost is, accordingly, an increase of \$4,000,000 over the amounts previously authorized.

Such cost shall be annually apportioned, levied and collected in said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The estimate of cost relating to this project 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 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 said District and use and it has been determined that such increase and improvement of the facilities of said District and use will not result in any significant environmental effects.

Dated: Oyster Bay, New York
May 22, 2018

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

James Altadonna, Jr.
Town Clerk

Section 3. This order shall take effect immediately.

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

Supervisor Saladino	VOTING	AYE
Councilman Muscarella	VOTING	AYE
Councilman Macagnone	VOTING	ABSENT
Councilwoman Alesia	VOTING	AYE
Councilwoman Johnson	VOTING	AYE
Councilman Imbroto	VOTING	AYE
Councilman Hand	VOTING	AYE

The order was thereupon declared duly adopted.

* * *

Cc: Supervisor
Town Attorney
Comptroller
Finance

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 order contained therein, held on May 22, 2018, with the original thereof
on file in my office, and that the same is a true and correct transcript therefrom and of the whole of
said original so far as the same relates to the subject matters therein referred to.

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

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

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

Newspaper and/or Other News Media

Date Given

Various publications throughout the Town of Oyster Bay May 18, 2018

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

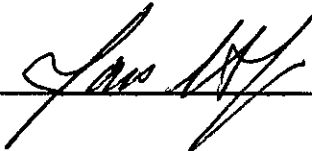
Designated Location(s) of Posted Notice

Date of Posting

Bulletin board, 1st floor 54 Audrey Avenue
Oyster Bay, NY 11771

May 21, 2018

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on May 23, 2018.



Town Clerk

(CORPORATE
SEAL)

23

Town of Oyster Bay Inter-Departmental Memo


May 18, 2018

To: Memorandum Docket
From: Robert Darienzo, Director of Finance
Subject: 2018 Capital Program – Public Hearing – Public Parking














Town Board action is required to approve the resolution calling for a public hearing for an amendment to a previous resolution for Public Parking District Improvements in the 2018 Capital Program. Said resolution prepared by Bond Counsel is attached to this memo.

Thank you.


Robert Darienzo
Director of Finance



RD/rd
cc: Town Attorney (with 7 copies)
Word/Documents/Docket/2018 parking ph2



said District and various improvements to District parking lots, including incidental expenses in connection therewith; and

WHEREAS, the Town Board of said Town has duly caused to be prepared an estimate of cost relating to said increase and improvement of facilities in said District, which is on file in the office of the Town Clerk; and

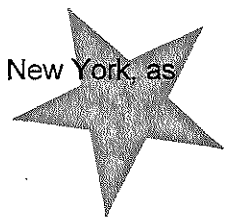
WHEREAS, following the opening of bids, it has been determined that the estimated maximum cost to said District of such increase and improvement of facilities, taking into account contingencies, is \$18,100,000, of which \$7,300,000 is available from prior bond authorizations for the construction of the Hicksville Public Parking Garage, as part of the \$65,000,000 authorized by bond resolutions adopted July 15, 2008 and September 7, 2010, and \$6,800,000 is available from Bond Resolution No. 249B-2018, adopted April 10, 2018, so that the \$18,100,000 estimated maximum cost is an increase of \$4,000,000 over the amounts previously authorized; and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law 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 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 said District and use and it has been determined that such increase and improvement of the facilities of said District and use 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:

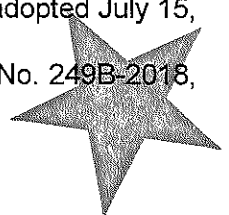


Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on June 5, 2018, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of said 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 the _____, the official newspaper of said 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 June 5, 2018, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Public Parking District (the "District") in said Town, including the construction and partial refurbishing and improvement of the Hicksville Public Parking Garage in said District, and various improvements to District parking lots, including incidental expenses in connection therewith, at an estimated maximum cost of \$18,100,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Of the \$18,100,000 estimated maximum cost, \$7,300,000 is available from prior bond authorizations for the construction of the Hicksville Public Parking Garage, as part of the \$65,000,000 authorized by bond resolutions adopted July 15, 2008 and September 7, 2010, and \$6,800,000 is available from Bond Resolution No. 249B-2018,

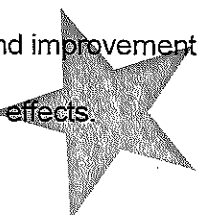


adopted April 10, 2018. The \$18,100,000 estimated maximum cost is, accordingly, an increase of \$4,000,000 over the amounts previously authorized.

Such cost shall be annually apportioned, levied and collected in said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The estimate of cost relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

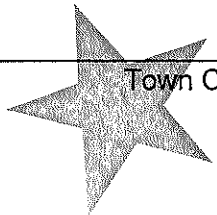
An environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and use and it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



Dated: Oyster Bay, New York
May ____, 2018

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

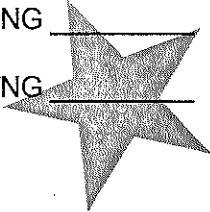
Town Clerk



Section 3. This order shall take effect immediately.

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

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



The order was thereupon declared duly adopted.

* * *

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the order contained therein, held on May 22, 2018, with the original thereof
on file in my office, and that the same is a true and correct transcript therefrom and of the whole of
said original so far as the same relates to the subject matters therein referred to.

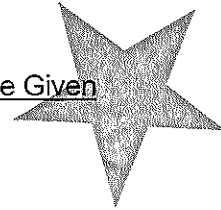
I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

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

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

Newspaper and/or Other News Media

Date Given

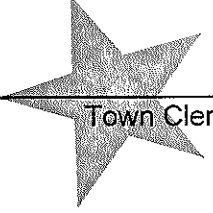


I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on May _____, 2018.

_____  Town Clerk

(CORPORATE
SEAL)


AFFIDAVIT OF POSTING

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

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

That on May ____, 2018, I caused to be posted on the official signboard maintained by me
pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public Hearing, which Notice
is part of an order duly adopted by the Town Board on May 22, 2018.

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


Town Clerk

Subscribed and sworn to before me on
_____, 2018.

Notary Public

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 June 5, 2018, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Public Parking District (the "District") in said Town, including the construction and partial refurbishing and improvement of the Hicksville Public Parking Garage in said District, and various improvements to District parking lots, including incidental expenses in connection therewith, at an estimated maximum cost of \$18,100,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Of the \$18,100,000 estimated maximum cost, \$7,300,000 is available from prior bond authorizations for the construction of the Hicksville Public Parking Garage, as part of the \$65,000,000 authorized by bond resolutions adopted July 15, 2008 and September 7, 2010, and \$6,800,000 is available from Bond Resolution No. 249B-2018, adopted April 10, 2018. The \$18,100,000 estimated maximum cost is, accordingly, an increase of \$4,000,000 over the amounts previously authorized.

Such cost shall be annually apportioned, levied and collected in said District in the manner provided by law 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 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 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 said District and use and it has been determined that such increase and improvement of the facilities of said District and use will not result in any significant environmental effects.

Dated: Oyster Bay, New York
May ____, 2018

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



Town Clerk

WHEREAS, Robert R. Barrett, President, The Chamber of Commerce of the Massapeguas, Inc. ("the Chamber"), 674 Broadway, Massapequa, New York 11758-2372, by letter dated February 1, 2018, has requested the closure and utilization of Broadway in Massapequa between Clark Avenue, Veterans Boulevard and Sunrise Highway (under the train trestle), and the closure of Lot M-6 in Massapequa, from 6:00 a.m. to 8 p.m on Sunday, June 3, 2018, with a rain date of June 10, 2018, for the annual Community Street Festival; and

WHEREAS, the Chamber has also requested the use of eighty-five (85) recycling pails, sixty (60) complete barricades, one (1) street sweeper, and the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public, Chapter 82-3, of the Code of the Town of Oyster Bay, for its annual Community Street Festival; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Highways, by memorandum dated March 26, 2018, informed the Board that he has no objection to the aforesaid road and parking lot closures on June 3, 2018, or on the rain date of June 10, 2018, and that the Department of Highways can readily supply the requested eighty-five (85) recycling pails, sixty (60) complete barricades and one (1) street sweeper; and

WHEREAS, this Town Board deems this event to be 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 abovementioned request is hereby approved, and the Department of Highways is hereby authorized to close Broadway in Massapequa between Clark Avenue, Veterans Boulevard and Sunrise Highway (under the train trestle), and Lot M-6 in Massapequa, from 6:00 a.m. to 8 p.m on Sunday, June 3, 2018, or on the rain date of June 10, 2018, for the Chamber of Commerce of the Massapeguas' Community Street Festival; and it is further

RESOLVED, That the Department of Highways is authorized and directed to provide the Chamber with the requested eighty-five (85) recycling pails, sixty (60) complete barricades and one (1) street sweeper; and it is further

RESOLVED, that the requirements of Code of the Town of Oyster Bay, Chapter 82-3, "Alcoholic Beverages Prohibitions" are waived for the duration of the Chamber's Community Street Festival; and it is further

RESOLVED that the foregoing is subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly designated representative; and

Reviewed By
Office of Town Attorney

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 conduct of the aforesaid activity; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity.

-#-

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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Absent
	Councilwoman Alesia	Aye
	Councilwoman Johnson	Aye
	Councilman Imbroto	Aye
	Councilman Hand	Aye
cc:	Supervisor	
	Town Attorney	
	Comptroller	
	Highway	
	Public Safety	
	Public Works	

34

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 18, 2018

SUBJECT: Massapequa Chamber of Commerce Street Fair

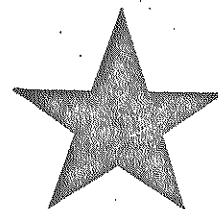
Attached herewith is correspondence dated February 1, 2018 from Chamber of Commerce of the Massapequas, Inc. ("Chamber") whereby the organization's president, Robert R. Barrett, requested the Town's assistance in providing Town equipment and arranging for street closures in connection with the Chamber's annual Community Street Festival, to be held on June 3, 2018, with a potential rain date of June 10, 2018.

By letter dated March 26, 2018, John P. Bishop, Deputy Commissioner, Department of Highways informed the Town Board that he had no objection to providing the Chamber with the requested eighty-five recycling pails and sixty complete barricades, as well as the use of a street sweeper.

By email dated May 18, 2018, Joseph G. Pinto, Commissioner, Department of Parks, notified the Town Board that he had no objection to providing the Chamber with 100 chairs, and that the requested tables were unavailable.

By email dated May 18, 2018, Justin McCaffrey, Commissioner of Public Safety, notified the Town Board that he had no objection of providing the public safety equipment the Chamber requested.

On April 24, 2018, the Town Board passed Resolution 262-2018, authorizing the Highway Department to provide the Chamber with the requested recycling pails and barricades, as well as the use of a street sweeper. This office now recommends the approval of the authorizations of the Department of Parks and the Department of Public Safety, as set forth above.



Accordingly, kindly suspend the rules and place this item on the May 22, 2018 action calendar.

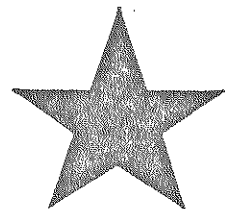
JOSEPH NOCELLA
TOWN ATTORNEY



Paul S. Ehrlich
Deputy Town Attorney

PSE:st
Enclosure
cc: Town Attorney (w/7 copies)

S:\Attorney\RESOS 2018\MD & Reso\MassCCStFairAmend.docx



WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated May 21, 2018, advised that a request for proposals was issued to procure Engineering Services relative to the Harry Tappen Beach Sanitary System Improvements Study, Contract No. DP18-175 at the Harry Tappen Beach, Shore Road, Glenwood Landing, Nassau County, New York; and

WHEREAS, following a review of the responses received, in accordance with the Town's procurement policy, Commissioner Lenz by memorandum dated May 21, 2018, requested and recommended that the Town Board authorize Cameron Engineering & Associates, LLP ("Cameron Engineering"), 177 Crossways Park Drive, Woodbury, New York 11797, to provide the requested engineering services through the use of H.R. Holzmacher as a sub-consultant for soil borings and geotechnical services, Pace Analytical Laboratory as sub-consultant for laboratory testing, and Ryan Biggs/Clark Davis as a sub-consultant for innovative/alternative technologies pursuant to Cameron Engineering's letter dated May 18, 2018; and

WHEREAS, the evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town's procurement policy; and

WHEREAS, the requested services are to be provided by Cameron Engineering through the use of the above sub-consultants in a total amount not to exceed \$38,620.00, with funds for said payment available from Account No. PKS H 7197 20000 000 1502 001, Project I.D. 1502PKSA-10,

RESOLVED, That the request and recommendation as hereinabove set forth is accepted and approved, and that Cameron Engineering is hereby authorized to provide Engineering Services relative to the Harry Tappen Beach Sanitary System Improvements Study services through the use of H.R. Holzmacher as a sub-consultant for soil borings and geotechnical services, Pace Analytical Laboratory as sub-consultant for laboratory testing, and Ryan Biggs/Clark Davis as a sub-consultant for innovative/alternative technologies in a total amount not to exceed \$38,620.00, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. PKS H 7197 20000 000 1502 001, Project I.D. 1502PKSA-10.

-#-

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

Elizabeth A. Taughman

368

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MAY 21, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES CONTRACT
AND USE OF SUB-CONSULTANTS
HARRY TAPPEN BEACH SANITARY SYSTEM IMPROVEMENTS STUDY
CONTRACT NO. DP18-175
ACCOUNT NO. PKS H 7197 20000 000 1502 001
PROJECT ID NO. 1502PKSA-10

On March 12, 2018 the Department of Public Works issued "Requests for Proposals" to eight (8) firms in accordance with the approved procurement procedure in addition to a posting on the Town of Oyster Bay website. On April 5, 2018 the Division of Engineering had received eight (8) responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. Related support documentation is on file in the Division of Engineering.

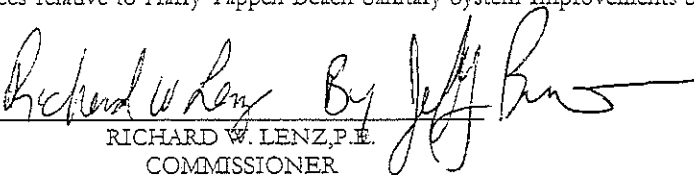
The Commissioner of Public Works, after review of the Division's preliminary recommendations and in conjunction with the current workload, has selected Cameron Engineering & Associates, LLP, to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy.

The total fee for engineering analysis, as negotiated and based upon the scope of work as detailed in the RFP document, is \$38,620.00, comprised of analysis and reporting, as stated in the attached letter from Cameron Engineering & Associates, LLP, dated May 18, 2018. The firm of Cameron Engineering & Associates, LLP has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. PKS H 7197 20000 000 1502 001, Project I.D. 1502PKSA-10.

Further, the office of Cameron Engineering & Associates, LLP, requests the use, as sub-consultants, H.R. Holzmacher for soil borings & geotechnical services, Pace Analytical Laboratory for laboratory testing and Ryan Biggs/Clark Davis for innovative/alternative technologies.

It is hereby requested that the Town Board authorize, by resolution, Cameron Engineering & Associates, LLP, Consulting Engineers, to perform engineering services relative to Harry Tappen Beach Sanitary System Improvements Study, Contract No. DP18-175.

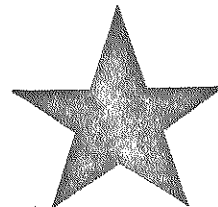

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/BK/lk

Attachment

cc: Joseph Nocella, Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Joseph Pinto, Commissioner of Parks
Kathy Stefanich, DPW/Administration

DP18-175 DOCKET AWARD - CAMERON 38620





CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive Woodbury, NY 11797 (516) 827-4900
45 West 36th Street, Third Floor New York, NY 10018 (212) 324-4000
363 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of **ACEC New York**
AMERICAN COUNCIL OF ENGINEERING & SURVEYING

Managing Partner
John D. Cameron, Jr., P.E.

Senior Partner
Joseph R. Amato, P.E.

Partners / Principals
Mark Wagner, CEP
Janice Iijima, P.E., AICP CEP
Nicholas A. Kumbatovic, P.E.
Evin M. McAndrew, R.L.A.
Michael J. Huls, P.E.

Senior Associates
Glenn DeSimone, P.E., CPE
Andrew L. Karas, P.E.

Associates
Michael A. De Giglio, R.L.A.
Richard J. Zapolski, Jr., P.E.

May 18, 2018

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

Re: Tappan Beach Sanitary Improvements Study
Proposal for Engineering Services
CP9714r1

Dear Commissioner Lenz:

Per recent discussions with Deputy Commissioner John Tassone, Cameron Engineering & Associates, LLP is pleased to submit the revised proposal for Engineering Services for the above referenced project. The revised Proposal shows a project schedule of 9 weeks in lieu of the original 18 weeks projected. We understand that the Town will be submitting applications for grant monies and the submissions are time sensitive. Manpower chart has been revised to show an increase in hours to reflect the shortened scheduled. Total fee for the revised Proposal is \$38,620.

Subcontractors proposed for providing services to Cameron Engineering include:

- H.R. Holzmacher Soil Borings & Geotechnical Services
- Pace Analytical Laboratory Laboratory Testing
- Ryan Biggs/Clark Davis I/A Technologies

Should you have any questions regarding the revised Proposal or proposed subcontractors, please do not hesitate to contact our office. Thank you for the opportunity to present this revised Proposal.

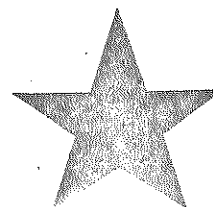
Very truly yours,

Mark Wagner, CEP, LEED
Partner

CP9714r1

"Celebrating Over 30 Years of Excellence in Planning and Engineering"

www.cameronengineering.com



WHEREAS, the collective bargaining agreement between the Town of Oyster Bay ("Town") and the Town of Oyster Bay Lifeguards Association, NYSUT, AFT-NEA, AFL-CIO (the "Union"), expired on April 30, 2018; and

WHEREAS, NYSUT and members of the Union, on behalf of the Union, and a negotiating team on behalf of the Town, have been negotiating the terms of a proposed successor collective bargaining agreement to be entered into between the Town and the Union; and

WHEREAS, by memorandum dated May 21, 2018, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, have advised that as a result of the negotiations a Memorandum of Agreement was entered into, subject to ratification by the Town Board and the membership of the Union, and that subsequently the membership of the Union ratified the Memorandum of Agreement; and

WHEREAS, by said memorandum, Joseph Nocella, Town Attorney and Thomas M. Sabellico, Special Counsel, recommended that the Town Board ratify the Memorandum of Agreement and authorize the Supervisor or his designee to execute a successor Collective Bargaining Agreement between the Town and the Union, which memorializes and incorporates all of the terms included in the Memorandum of Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board accepts and ratifies the Memorandum of Agreement between the Town and the Union, and authorizes the Supervisor or his designee to execute a Collective Bargaining Agreement between the Town and the Union, which memorializes and incorporates all of the terms included in the Memorandum of Agreement, for a term through April 30, 2022.

-#-

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

369

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: May 21, 2018
SUBJECT: Lifeguard Negotiations

The current collective bargaining agreement between the Town and the Town of Oyster Bay Lifeguard Association, NYSUT, AFT-NEA, AFL-CIO ("Union"), expired on April 30, 2018. The Town has been negotiating a successor agreement with the Union, with the assistance of outside labor counsel, and the input of the Department of Parks.

As a result of the negotiations, a Memorandum of Agreement was entered into between the negotiating teams for the Town and Union, which Memorandum, a copy of which is attached hereto, was subject to ratification by the Town Board and the membership of the Union. We have been notified that the membership of the Union has ratified the Memorandum.

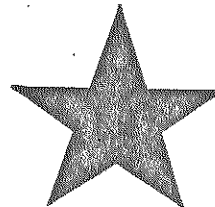
It is the recommendation of this office that the rules be suspended and that at the May 22, 2018 Town Board meeting the Town Board ratify the Memorandum of Agreement and authorize the Supervisor or his designee to execute a new collective bargaining agreement between the Town and the Union which memorializes and incorporates all of the terms included in the Memorandum of Agreement.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS/nb
2015-5028

cc: Town Attorney (w/7 copies)
Gregory W. Carman, Jr., Deputy Supervisor
Joseph Nocella, Town Attorney
Frank Scalera, Chief Deputy Town Attorney



Reviewed By
Office of Town Attorney
Elizabeth A. Jaughan

WHEREAS, the collective bargaining agreement between the Town of Oyster Bay ("Town") and the Town of Oyster Bay Lifeguards Association, NYSUT, AFT-NEA, AFL-CIO (the "Union"), expired on April 30, 2018; and

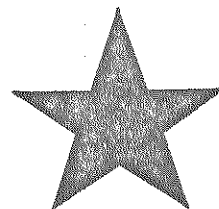
WHEREAS, NYSUT and members of the Union, on behalf of the Union, and a negotiating team on behalf of the Town, have been negotiating the terms of a proposed successor collective bargaining agreement to be entered into between the Town and the Union; and

WHEREAS, by memorandum dated May 21, 2018, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, have advised that as a result of the negotiations a Memorandum of Agreement was entered into, subject to ratification by the Town Board and the membership of the Union, and that subsequently the membership of the Union ratified the Memorandum of Agreement; and

WHEREAS, by said memorandum, Joseph Nocella, Town Attorney and Thomas M. Sabellico, Special Counsel, recommended that the Town Board ratify the Memorandum of Agreement and authorize the Supervisor or his designee to execute a successor Collective Bargaining Agreement between the Town and the Union, which memorializes and incorporates all of the terms included in the Memorandum of Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board accepts and ratifies the Memorandum of Agreement between the Town and the Union, and authorizes the Supervisor or his designee to execute a Collective Bargaining Agreement between the Town and the Union, which memorializes and incorporates all of the terms included in the Memorandum of Agreement, for a term through April 30, 2022.

-#-



MEMORANDUM OF AGREEMENT

THIS AGREEMENT, this 20 day of May, 2018, by and between the TOWN OF OYSTER BAY (hereinafter referred to as the "Town") and the TOWN OF OYSTER BAY LIFEGUARD ASSOCIATION, NYSUT, AFT-NEA AFL-CIO (hereinafter referred to as the "Association"), expiring on April 30, 2018, shall remain in full force and effect.

This Agreement shall be subject to ratification by the Town Board and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals. The terms of this agreement shall be incorporated into a collective bargaining agreement.

1. Term: May 1, 2018 through April 30, 2022.

2. Article III – Compensation:

(a) Amend Subparagraphs (A) – Ocean Lifeguards and (B) – Lieutenants, to read as follows:

(A) Ocean Lifeguards:

Year 1 of employment:	\$14.00 per hour
Year 2 of employment:	\$15.00 per hour
Year 3 of employment:	\$16.00 per hour
Year 4 of employment:	\$17.00 per hour
Year 5 of employment and thereafter:	\$18.00 per hour

(B) Lieutenants:

Year 1 of employment:	\$18.75 per hour
Year 2 of employment:	\$19.25 per hour
Year 3 of employment:	\$19.50 per hour
Year 4 of employment and thereafter:	\$19.75 per hour

(b) Subparagraph (C) – Longevity: Increase the longevity due upon completion of fifteen (15) consecutive full seasons of service to \$0.25 per hour; increase the longevity due upon completion of twenty (20) consecutive full seasons of service to \$0.45 per hour.

3. Article IV – Work Season, at Subparagraph (A), amend to read as follows:

The Town reserves its right to determine in its discretion the time periods constituting the work season and when and to what extent stands will be staffed. Nothing contained herein shall be deemed a waiver of the Town's management prerogative to determine the scheduling and deploying of staff in its discretion.

WHEREAS, West Mall Drive is a public roadway located within both the Town of Oyster Bay and the Town of Huntington, and each Town maintains the portion of the roadway within its borders. The majority of the roadway is within the Town of Huntington, with only a small portion, approximately 1000 square yards, within the Town of Oyster Bay.

WHEREAS, Richard E. Lenz, Commissioner, Department of Public Works has communicated with the Town of Huntington Commissioner of Highways concerning the repaving of West Mall Drive. In the interest of labor, equipment and cost efficiency, Commissioner Lenz recommended to the Town Board that the Town of Oyster Bay enter into an Intermunicipal Agreement with the Town of Huntington wherein Huntington, during the course of its own repaving of its portion of West Mall Drive, would also pave the portion of West Mall Drive within the Town of Oyster Bay. Pursuant to the Intermunicipal Agreement, the Town of Oyster Bay would reimburse the Town of Huntington for its actual expenses incurred in paving the portion of West Mall Drive in the Town of Oyster Bay, in an amount not to exceed \$10,000.00; and

WHEREAS, this Intermunicipal Agreement provides the most cost effective option for the Town to re-pave the portion of West Mall Drive within the Town of Oyster Bay. The collaboration with the Town of Huntington pursuant to this Intermunicipal Agreement would result in a cost savings to the Town and a lesser burden to the Town of Oyster Bay taxpayer, and would accelerate the anticipated paving date for the roadway; and

WHEREAS, Commissioner Lenz requests that the Town Board authorize the Town to enter into a Intermunicipal Agreement with the Town of Huntington for the paving of West Mall Drive, which was negotiated by Commissioner Lenz, by the Huntington Highway Department Superintendent, and by the Town Attorney's Office, and approved by the Town Attorney, and further requests that the Town Board authorize the Supervisor and/or his designee to execute said Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Town is hereby authorized and directed to enter into an Intermunicipal Agreement with the Town of Huntington for the paving of West Mall Drive, for a cost not to exceed \$10,000.00, with funds available in Project No. 1503HWYDB-08 and the associated ledger Acct. No. HWY-H-5197-20000-000-1503-008, and it is further

RESOLVED, That the Supervisor and/or his designee is authorized to execute said Intermunicipal Agreement with the Town of Huntington for road paving services relative to West Mall Drive.

-#-

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

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Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 18, 2018

SUBJECT: Intermunicipal Agreement with the Town of Huntington regarding the re-paving of West Mall Drive in the Towns of Oyster Bay and Huntington

This office received a request from Richard E. Lenz, P.E., Commissioner, Department of Public Works, regarding implementing an agreement with the Town of Huntington regarding the paving of West Mall Drive.

West Mall Drive is a public roadway located within both the Town of Oyster Bay and the Town of Huntington. Each Town maintains the portion of the roadway within its borders. The majority of the roadway is within the Town of Huntington, with only a small portion, approximately 1000 square yards, within the Town of Oyster Bay. In the spirit of cooperation and in the interest of labor, equipment and cost-efficiency, Commissioner Lenz, in consultation and cooperation with the Superintendent of the Department of Highways of the Town of Huntington has proposed an agreement whereby Huntington would pave the entire length of West Mall Drive, including the comparatively smaller portion located within the Town of Oyster Bay. The Town of Oyster Bay would then reimburse the Town of Huntington for the actual equipment, material and labor costs for the portion within the Town of Oyster Bay in an amount not to exceed \$10,000.00, with funds available in Project No. 1503HWYDB-08 and the associated ledger Acct. No. HWY-H-5197-20000-000-1503-008. The agreement would result in significant cost savings for the Town of Oyster Bay and would greatly accelerate the anticipated paving date of the roadway.

It is our understanding that the Town of Huntington's Highway Department intends to begin this repaving project upon and pursuant to the approval by the respective Town Boards of the Intermunicipal Agreement for Paving Services in relation to West Mall Drive in the Towns of Huntington and Oyster Bay.

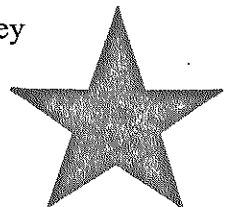
This office now recommends approval of the Intermunicipal Agreement for Paving Services in relation to West Mall Drive in the Towns of Huntington and Oyster Bay, as attached.

JOSEPH NOCELLA
TOWN ATTORNEY



Dennis P. Sheehan
Deputy Town Attorney

DPS:st
Enclosure
cc: Town Attorney (w/7 copies)



WHEREAS, West Mall Drive is a public roadway located within both the Town of Oyster Bay and the Town of Huntington, and each Town maintains the portion of the roadway within its borders. The majority of the roadway is within the Town of Huntington, with only a small portion, approximately 1000 square yards, within the Town of Oyster Bay.

WHEREAS, Richard E. Lenz, Commissioner, Department of Public Works has communicated with the Town of Huntington Commissioner of Highways concerning the repaving of West Mall Drive. In the interest of labor, equipment and cost efficiency, Commissioner Lenz recommended to the Town Board that the Town of Oyster Bay enter into an Intermunicipal Agreement with the Town of Huntington wherein Huntington, during the course of its own repaving of its portion of West Mall Drive, would also pave the portion of West Mall Drive within the Town of Oyster Bay. Pursuant to the Intermunicipal Agreement, the Town of Oyster Bay would reimburse the Town of Huntington for its actual expenses incurred in paving the portion of West Mall Drive in the Town of Oyster Bay, in an amount not to exceed \$10,000.00; and

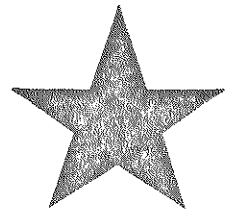
WHEREAS, this Intermunicipal Agreement provides the most cost effective option for the Town to re-pave the portion of West Mall Drive within the Town of Oyster Bay. The collaboration with the Town of Huntington pursuant to this Intermunicipal Agreement would result in a cost savings to the Town and a lesser burden to the Town of Oyster Bay taxpayer, and would accelerate the anticipated paving date for the roadway; and

WHEREAS, Commissioner Lenz requests that the Town Board authorize the Town to enter into a Intermunicipal Agreement with the Town of Huntington for the paving of West Mall Drive, which was negotiated by Commissioner Lenz, by the Huntington Highway Department Superintendent, and by the Town Attorney's Office, and approved by the Town Attorney, and further requests that the Town Board authorize the Supervisor and/or his designee to execute said Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Town is hereby authorized and directed to enter into an Intermunicipal Agreement with the Town of Huntington for the paving of West Mall Drive, for a cost not to exceed \$10,000.00, with funds available in Project No. 1503HWYDB-08 and the associated ledger Acct. No. HWY-H-5197-20000-000-1503-008, and it is further

RESOLVED, That the Supervisor and/or his designee is authorized to execute said Intermunicipal Agreement with the Town of Huntington for road paving services relative to West Mall Drive.

-#-



Reviewed By
Office of Town Attorney

**INTERMUNICIPAL AGREEMENT FOR ROADWAY PAVING SERVICES
IN RELATION TO WEST MALL DRIVE
IN THE TOWNS OF HUNTINGTON AND OYSTER BAY**

THIS AGREEMENT, made as of the date it is last executed by the parties hereto (the "Effective Date"), by and between the TOWN OF HUNTINGTON, with offices located at 100 Main Street, Huntington, New York 11743 and the TOWN OF OYSTER BAY, through the Town of Oyster Bay Departments of Public Works and Highways (hereinafter, the "TOBDPW/HWY") (each party to this Agreement may also be referred to as "Department" as the context may require), with offices located at 150 Miller Place, Syosset, NY 11791.

WHEREAS, Town of Huntington through the Town of Huntington Highway Department (hereinafter, the "HHD") and the Town of Oyster Bay, through the TOBDPW/HWY, provide road paving services in order to provide for safe traverse of the residents along the respective municipal roadways, including maintaining a staff of workers and operating paving equipment;

WHEREAS, the Supervisor of the Town of Oyster Bay has deemed that the public interest requires that the trained staff of the HHD (the "HHD Staff") and/or the paving equipment of the HHD (the "HHD Equipment") be requested to provide road paving services (the "Services") on a certain Town of Oyster Bay roadway and has requested of the Supervisor of Town of Huntington that Town of Huntington allow the provision of the Services in aid of the Town of Oyster Bay;

WHEREAS, it is in the interests of the taxpayers of both Town of Huntington and the Town of Oyster Bay to share resources in the undertaking of important roadway improvement projects;

WHEREAS, Town of Huntington and the Town of Oyster Bay are authorized, pursuant to both Article 9, § 1 of the New York State (the "State") Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, West Mall Drive is a public roadway within both the Town of Huntington and the Town of Oyster Bay. The majority of the roadway is within the boundaries of the Town of Huntington and is maintained by the Town of Huntington. The portion within the Town of Oyster Bay is maintained by the Town of Oyster Bay; and

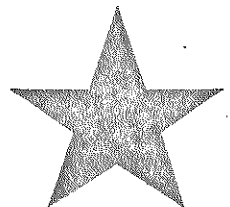
WHEREAS, the Town of Huntington and the Town of Oyster Bay have agreed to repave West Mall Drive, within both the Town of Huntington and the Town of Oyster Bay. It has been agreed between the Superintendent of the HHD and the Commissioner of the TOBDPW/HWY that the most efficient and cost-effective manner in which to repave West Mall Drive in both towns is to enter into this intermunicipal agreement by which the HHD shall perform all the repaving work on West Mall Drive and by which

the Town of Oyster Bay will reimburse the Town of Huntington for the expenses incurred in repaving the portion of West Mall Road that is within Town of Oyster Bay; and

WHEREAS, on the terms and conditions set forth in this Agreement, and in the public interest, Town of Huntington and the Town of Oyster Bay agree to have Town of Huntington provide HHD staff and HHD equipment to repave the portion of West Mall Drive within the Town of Oyster Bay in order to provide for improved roadways.

NOW, THEREFORE, the parties mutually agree as follows:

1. Term. The term of this Agreement ("Term") shall commence upon the Effective Date and shall continue until completion of the Services, unless sooner terminated for convenience. Either party may terminate this Agreement for convenience upon fifteen (15) days written notice of termination to the other party.
2. Provision of Services. The HHD shall provide paving services as aforesaid regarding West Mall Drive on the terms and conditions set forth in this Agreement.
3. Payment. The Town of Oyster Bay shall pay to Town of Huntington, as consideration for the Services provided under this Agreement, such amounts equal to the actual cost to the Town of Huntington in providing the Services, including actual labor and materials costs (labor costs to include fringe benefits) and equipment and plant rental costs, in an amount not to exceed \$10,000.00, provided, however, that any such payment due from the Town of Oyster Bay to the Town of Huntington under this Agreement shall be made in arrears upon the Town of Huntington submitting a claim voucher to the Town of Oyster Bay in accordance with the requirements of the Town of Oyster Bay Comptroller's Office.
4. Supervision. In regards to the portion of the work to be performed within the Town of Oyster Bay, the administrative and operational oversight of the HHD Equipment and the HHD Staff used pursuant to this Agreement shall be the sole responsibility of the HHD, it being understood, however, that HHD shall consult with TOBDPW/HWY and coordinate efforts where necessary and proper prior to the provision of the Services. The oversight of the HHD Equipment and HHD Staff shall be the sole responsibility of the HHD, in consultation with OBDPW/HWY, and the TOBDPW/HWY shall exercise the same care in administering and monitoring the repaving project as the TOBDPW/HWY exercises with respect to similar activities in which there is no participation by other municipalities.
5. Ownership and Operation of Equipment. At all times within the term of this Agreement, ownership and control of all HHD Equipment will remain solely with the HHD. All operations involving use of the HHD Equipment and the HHD Staff will remain the sole responsibility of the HHD and at no time shall anyone other than members of the HHD operate the HHD Equipment maintained by the HHD.



6. Indemnification; Defense; Cooperation. (a) Each party shall be solely responsible for and shall indemnify and hold harmless the other party and its officers, employees, and agents (collectively, the "Indemnities") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of or in connection with the negligence or willful misconduct of the indemnifying party or its respective agents.

(b) Each party shall cooperate with the other in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(c) The provisions of this Section shall survive the termination of this Agreement.

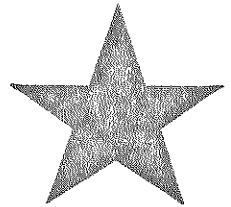
7. Compliance with Law. Each Department shall comply with any and all federal, state and local Laws in connection with their performance of Services under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as same may be amended from time to time, enacted, adopted, promulgated, released or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body. Notwithstanding anything to the contrary contained herein, the Town of Oyster Bay represents and warrants that it will review the repaving projects pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and will provide the County with documentation evidencing its SEQRA compliance.

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

9. Notices and Contact Persons.

(a) Notices Relating to Operations:

All notices to be given hereunder by either party relating to operations shall be in writing and shall be deemed to have been duly given when personally delivered, receipt acknowledged, or mailed by certified or registered mail, return receipt acknowledged, postage prepaid, to the other at the following addresses:



To Town of Huntington:

Town of Huntington Highway Department
30 Rofay Drive
Huntington, New York 11743
Attention: Kevin S. Orelli
Superintendent of Highways

To Town of Oyster Bay:

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

(b) Notices Relating to Indemnification, Litigation or Termination of Agreement:

All notices to be given hereunder by either party relating to indemnification, litigation or termination of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, receipt acknowledged, or mailed by certified or registered mail, return receipt acknowledged, postage prepaid, to the other at the addresses set forth above in sub-paragraphs (a) and (b) and the following addresses:

To Town of Huntington:

Town of Huntington
Town Attorney's Office
100 Main Street
Huntington, New York 11743

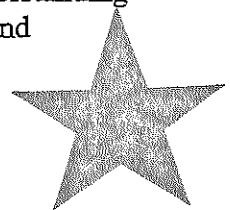
To Town of Oyster Bay:

Town of Oyster Bay
Town Attorney's Office
54 Audrey Avenue
Oyster Bay, New York 11771

(c) Changes in Contact Persons:

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

10. Entire Agreement. This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and



supersedes all prior agreements (whether written or verbal) of the parties relating to the subject matter of this Agreement. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the Departments or their respective officers, employees, servants, agents or independent contractors and neither party shall have the right, power or authority to bind the other in any manner whatsoever.

11. Approval and Execution. Neither Department shall have any liability under this Agreement (including any extension or other amendments of this Agreement) unless (i) all necessary approvals have been obtained, including, if required, approval by the Town of Huntington Town Board and The Town of Oyster Bay Town Board; and (ii) this Agreement has been executed by the respective Chief Elected Officials or his or her designee.

12. Disclaimer. This Agreement shall not be construed to accrue to the benefit of third parties.

13. Authority to Enter Agreement. Both signatories to the Agreement warrant their authority to enter into this Agreement, pursuant to General Municipal Law Article 5-G.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

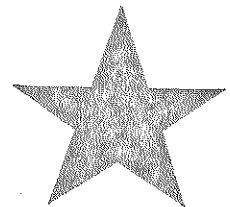
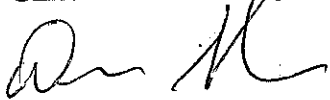
TOWN OF HUNTINGTON

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF OYSTER BAY

By: _____
Name: _____
Title: _____
Date: _____

Reviewed By
Office of Town Attorney



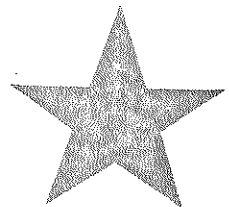
State of New York)
) ss:
County of)

On this ____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
) ss:
County of)

On this ____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.



WHEREAS, April 10, 2018, the Town Board adopted Resolution 244-2018, to establish the 2018 Fee Schedule, Rules and Regulations for the Town of Oyster Bay beaches, beach parking, launching ramps, and the Joseph J. Saladino Memorial Marina at TOBAY, and authorized the Department of Parks to establish and collect said fees; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 10, 2018, and Gregory W. Carman, Jr., Deputy Supervisor, by letter dated April 10, 2018, requested that Resolution No. 244-2018 adopted on April 10, 2018, be amended and corrected to reflect the Daily Admission Fee of \$10.00 for vehicles without a Seasonal Sticker for all residents and non-residents to Charles E. Ransom Beach, Bayville Avenue, Bayville, New York; and

NOW, THEREFORE, BE IT RESOLVED, that the requests as set forth hereinabove are hereby accepted and that Resolution No. 244-2018 adopted on April 10, 2018, be amended and corrected to reflect the Daily Admission Fee of \$10.00 for vehicles without a Seasonal Sticker for all residents and non-residents to Charles E. Ransom Beach, Bayville Avenue, Bayville, New York as requested, and in all other respects shall remain as adopted.

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: May 10, 2018
SUBJECT: Parking fees at Charles E. Ransom Beach

On April 10, 2018, the Town Board approved via Resolution No. 244-2018 fees at Town of Oyster Bay beaches.

After hearing concerns from officials of the Village of Bayville and the local merchants, the Department of Parks would like to amend the Daily Admission fees pertaining to Charles E. Ransom Beach.

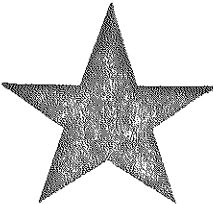
The Department of Parks respectfully requests Town Board approval to amend Resolution No. 244-2018, parking fees at Charles E. Ransom Beach, as follows:

Daily Admission (for vehicles without seasonal stickers) \$10.00



Joseph G. Pinto
COMMISSIONER OF PARKS

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





Office of the Supervisor
Town Hall
Oyster Bay, N.Y. 11771-1592

Joseph S. Saladino
TOWN SUPERVISOR

(516) 624-6350
Fax: (516) 624-6362
gcarman@oysterbay-ny.gov

Gregory W. Carman Jr.
DEPUTY SUPERVISOR

April 10, 2018

Village of Bayville
Village Hall
Att: Hon. Paul Rupp
34 School Street
Bayville, New York 11709

Dear Mayor Rupp:

Thank you for the opportunity to meet with you to discuss solutions to the Bayville parking issue as this is a quality of life concern that is important to the residents, businesses and to the Town.

As a follow up to our meeting, we understand that you are going to confer with your fellow Board members with respect to the substance of our discussion. In the meantime, a recommendation will be made to the Town Board that the Charles E. Ransom Beach facility be used at a rate of \$10.00 per day to park a vehicle when the property is manned by Town of Oyster Bay personnel. This fee will commence on Memorial Day. It should be noted that the foregoing rate was a recommendation made by members of the business community in Bayville at the last Board meeting on March 27, 2018. If the property is unmanned by Town personnel, all parking restrictions will be suspended. It is anticipated that the Village and the Town will work jointly to monitor the needs of the local businesses and the community.

I suggest that we meet once again toward the end of the season in order to discuss whether the foregoing arrangements prove to be satisfactory or if we need to make any adjustments.

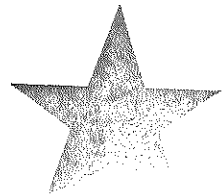
The Town looks forward to reaching a resolution that meets the needs of the community.

Yours truly,

JOSEPH S. SALADINO
TOWN SUPERVISOR

By: Gregory W. Carman, Jr.
Deputy Supervisor

GWC:esk



Meeting of April 10, 2018

Resolution No. 244-2018

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 26, 2018, requested Town Board authorization to establish the attached 2018 Fee Schedule, Rules and Regulations for the Town of Oyster Bay beaches, beach parking, launching ramps and the Joseph J. Saladino Memorial Marina at TOBAY,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the attached 2018 Fee Schedule, Rules and Regulations for the Town of Oyster Bay beaches, beach parking, launching ramps and the Joseph J. Saladino Memorial Marina at TOBAY, and authorizes the Department of Parks to establish and collect said fees.

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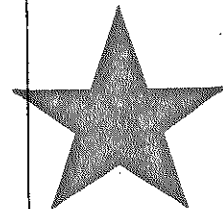
Reviewed By
Office of Town Attorney

Elizabeth A. Jaegerman

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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Parks



WHEREAS, ISLAND PROPERTIES, LLC, fee owner, and OBAY PROPERTIES, LLC, tenant, has petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit for permission to place a portable bar for on-site consumption of alcoholic beverages on a parcel of land located in the Light Industry ("LI") Zone of the Town of Oyster Bay, at 5 Bay Avenue, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York and described as Section 27, Block A, Lot 40, on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on May 22, 2018, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

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

WHEREAS, the "Review of Action and Determination of Significance" was duly made in the Town Environmental Quality Review Division's report dated February 28, 2018, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition and recommending that the conclusions contained therein be accepted, and that same be deemed to constitute a Negative Declaration, indicating that the proposed actions would not cause significant impacts upon the environment and recommended, accordingly, that the Town Board issue a Negative Declaration; and

WHEREAS, the Nassau County Planning Commission, by letter dated May 22, 2018, recommended local determination of said application; and

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

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated April 18, 2018, has advised that the Department of Planning and Development has reviewed the following one (1) plan prepared by Charles F. Panetta, P.E., Bladykas & Panetta, L.S. & P.E., P.C., Oyster Bay, and two (2) plans prepared by Robert A. Peterson, R.A., Core Group Architects, LLP, Oyster Bay, NY:

Reviewed By
Office of Town Attorney

<u>SHEET NO.</u>	<u>TITLE</u>		<u>DATE</u>
---	PLAN FOR SPECIAL USE PERMIT	Charles F. Panetta, P.E.	03/27/18
EX-01	EXISTING FLOOR PLANS	Robert A. Peterson, R.A.	04/19/18
EX-01	EXISTING ELEVATIONS	Robert A. Peterson, R.A.	04/19/18

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

NOW, THEREFORE, BE IT RESOLVED, That the Petition of ISLAND PROPERTIES, LLC, fee owner, and OBAY PROPERTIES, LLC, tenant, for a Special Use Permit for permission to place a portable bar for on-site consumption of alcoholic beverages on a parcel of land located in the Light Industry ("LI") Zone of the Town of Oyster Bay, at 5 Bay Avenue, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York and described as Section 27, Block A, Lot 40, on the Land and Tax Map of Nassau County, is hereby GRANTED, said premises being described as follows:

SCHEDULE A

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

BEGINNING at a point in the southeasterly corner of the premises herein described said point of BEGINNING being located at a stone monument at the intersection of the southeasterly boundary line of land herein described and the southwesterly boundary line of lands now or formerly of the Oyster Bay Sewer District;

RUNNING THENCE along lands of the National Roosevelt Memorial Park (1) North 50 degrees 44 seconds West, 41.87 feet; (2) North 69 degrees 50 seconds West, 18.10 feet to land now or formerly of the Sagamore Yacht Club;

RUNNING THENCE North 19 degrees 05 minutes 05 seconds East along land now or formerly of the Sagamore Yacht 647.70 feet (survey North 18 degrees 17 minutes 40 seconds East 644.50 feet) to a point in the former line of Mean High Tide of Oyster Bay Harbor;

RUNNING THENCE South 71 degrees 23 minutes East along the former line of the Mean High Tide of Oyster Bay Harbor 185.21 feet to a point in the northwesterly boundary line of land of the Oyster Bay Sewer District;

RUNNING THENCE South 29 degrees 13 minutes West 671.27 feet along land of the Oyster Bay Sewer District to the point or place of BEGINNING.

SAID premises are known and described as Section 27, Block A, Lot 40 on the Land and Tax Map of the County of Nassau.

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioners, including, inter alia, the hours of operation and the requirement for a New York State Liquor License for alcoholic beverages to be served from the premises, said conditions to be set forth in an instrument to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated April 18, 2018, the three (3) 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
Councilman Muscarella	Aye
Councilman Macagnone	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Environmental Resources

Meeting of May 22, 2018

Resolution No. 293-2018

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 19, 2018, advised that, in connection with Contract No. H18-171-P1, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 1, Outfall 126 System and Outfall 67 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P1, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P1 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$449,135.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding of this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a required consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P1 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$449,135.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

RESOLVED, That the Supervisor, or his designee, is authorized to execute a required consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Absent
Councilwoman Alesia	Nay
Councilwoman Johnson	Recused
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs
Public Works

Reviewed By
Office of Town Attorney
M. J. [Signature]

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 19, 2018, advised that, in connection with Contract No. H18-171-P3, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 3, Outfall 31 System, Outfall 114 System, and Outfall 128 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P3, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P3 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding of this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a required consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P3 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

RESOLVED, That the Supervisor, or his designee, is authorized to execute a required consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

-#-

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	Absent
Councilwoman Alesia	Nay
Councilwoman Johnson	Recused
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs
Public Works

Reviewed By
Office of Town Attorney
[Signature]

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 19, 2018

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 33
DOCKET OF APRIL 10, 2018
AWARD OF ENGINEERING SERVICES CONTRACT
AND USE OF SUB-CONSULTANTS
FLOOD DIVERSION AND CONTROL PROJECTS FOR
MASSAPEQUA AND MASSAPEQUA PARK
PROJECT 1: OUTFALL 126 SYSTEM AND OUTFALL 67 SYSTEM
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM
CONTRACT NO. H18-171-P1
ACCOUNT NO. IGA H 1997 20000 000 1303 001
PROJECT ID NO. 1303TWNA-07

In furtherance to Item No. 33 of the docket of April 10, 2018, this project will provide for Flood Diversion and Control Projects in Massapequa and Massapequa Park as described in the Massapequas NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

This sub-project is Project Area 1, which will provide improvements to Outfall 126 System (Harbor Place) And Outfall 67 System (Cabot Road West), located in Massapequa.

On March 19, 2018, the Department of Public Works, through the Office of the Town Clerk published a public notice in Newsday, in addition to a posting on the New York State Contract Reporter and the Town of Oyster Bay website, to announce the availability of Request for Proposals documents for this project. On April 13, 2018 the Division of Engineering had received five (5) proposal responses which were reviewed and evaluated by a selection committee based on the technical merits and cost. Related support documentation is on file in the Division of Engineering.

The Commissioner of Public Works, after review of the technical and cost factors associated with these proposals that were determined by the Division of Engineering has approved the selection of the top-ranking firm as N&P Engineers & Land Surveyor, PLLC. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy. The Governor's Office of Storm Recovery has reviewed and approved the procurement procedure followed by the Town and the selection of N&P Engineers & Land Surveyor, PLLC.

The maximum total fee for engineering services for all phases of the project is \$449,135.00 as detailed in the attached cost proposal submitted by N&P Engineers & Land Surveyor, PLLC. In accordance with the requirements of the Governor's Office of Storm Recovery, engineering services are to be provided on a lump-sum basis.

Funds are available to satisfy engineering services at an amount not to exceed \$449,135.00 in Account No. IGA H 1997 20000 000 1303 001.

Further, to meet the technical requirements of the project and to satisfy the Governor's Office of Storm Recovery requirements for participation of Section 3 and Minority & Women Owned Business Enterprises, the office of Nelson & Pope, Engineers & Land Surveyor, PLLC, requests authorization to utilize, as sub-consultants, Gayron deBruin Land Surveying & Engineering for survey services, Gedeon GRC Consulting for inspection services, East Coast GeoServices for soil borings, and Nelson, Pope & Voorhis for environmental services.

In accordance with the requirements of the Governor's Office of Storm Recovery, a project-specific consultant agreement, attached, must be executed reflecting the terms of the Request for Proposals and the specific contract requirements of the Governor's Office of Storm Recovery. The specific terms of this Agreement are under final review by the Governor's Office of Storm Recovery.

It is hereby requested that the Town Board authorize, by resolution, Nelson & Pope Engineers & Land Surveyor, PLLC, to perform engineering services relative to Contract No. H18-171-P1, Flood Diversion and Control Projects for Massapequa and Massapequa Park; Project 1: Outfall 126 System And Outfall 67 System, that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, and that the Town Supervisor, or his designee, be authorized to execute the Consultant Agreement upon final approval by the Governor's Office of Storm Recovery


RICHARD W. LENZ

COMMISSIONER

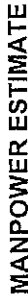
DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/lk

Attachments

- c: Office of the Town Attorney (w/7 copies)
- Steven Ballas, Comptroller
- Colin Bell, Deputy Commissioner/IGA
- Daniel Midgette, Division of Engineering

H18-171-P1 DOCKET AWARD ENG SERVICES SUPP



Project 1 Outfall 126 System (Harbor Place) and Outfall 67 (System (Cabot Road West))

*** Full Time Construction Inspection and Office Support, 44 hours per week for 22 weeks (5 months)***

41217

CONSULTANT AGREEMENT

ENGINEERING, DESIGN & CONSTRUCTION MANAGEMENT SERVICES FOR
FLOOD DIVERSION AND CONTROL PROJECTS IN MASSAPEQUA AND MASSAPEQUA PARK
AS DEFINED IN THE NY RISING COMMUNITY RECONSTRUCTION (NYRCR) PLAN,
CDBG-DR MASSAPEQUAS

PROJECT #1 : OUTFALL 126 SYSTEM (HARBOR PLACE) AND OUTFALL 67 SYSTEM (CABOT ROAD WEST)
CONTRACT NO. H18-171-P1

*This is a project funded by and conceived through the NY Rising Community Reconstruction Program
of the Governor's Office of Storm Recovery.*

THIS AGREEMENT made as of the _____ day of _____, by and between TOWN OF OYSTER BAY, a municipal corporation having its principal place of business at Town Hall, Audrey Avenue, Oyster Bay, New York, acting on behalf of Town of Oyster Bay and Special Districts, hereinafter called the TOWN, N&P Engineers & Land Surveyor, PLLC, with their office and principal place of business at 572 Walt Whitman Road, Melville, New York 11747-2188, hereinafter called CONSULTANT.

WITNESSETH, That whereas the Town deems it necessary and desirable to retain the services of a CONSULTANT for the purpose of preparing surveys, plans, contract documents, and specifications and provide other services in connection with Flood Diversion and Control Projects in Massapequa and Massapequa Park, Project #1 : Outfall 126 System (Harbor Place) And Outfall 67 System (Cabot Road West).

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

That the CONSULTANT is hereby retained, on a non-exclusive basis to render the services required of the Consultant in accordance with the terms, conditions, and provisions as set forth herein, commencing _____, and to continue until completion of all services outlined in the request for proposals, or until such time that this Agreement is terminated or cancelled in accordance with and pursuant to the terms, conditions, and provisions set forth herein.

SECTION I

General

- A. CONSULTANT – Professional Representative. The CONSULTANT shall serve as the TOWN'S professional representative in the planning, design, professional supervision, and inspection of the construction of the Project and shall give consultation and advice to the TOWN during the performance of their services, and the CONSULTANT herein represents that they are adequately staffed, skilled, and experienced in the type of work proposed, and represents further that they are duly licensed and qualified to perform these services under the Laws of the State of New York; and it is understood and agreed that in the event the CONSULTANT herein should for any reason desire to subcontract for any of the consulting services herein even though this be an accepted or usual practice of the profession, the CONSULTANT shall advise the TOWN'S representative in writing as to the name and office address of the sub-consultant and obtain the Town Board's approval as to the scope and percentage of work to be performed by the sub-consultant and, further that all sub-consultant work is to be performed at no additional cost to the TOWN; however, in those instances where the CONSULTANT'S fee is based upon a multiple of wage rate, then it is agreed that the maximum cost for the Project shall include the cost of services rendered by all sub-consultants, and the CONSULTANT is required to file with the Town Comptroller a certified list of the payroll cost of those employees of the sub-consultant who are to perform services on the Project, and for purposes of payment and only for this purpose,

Reviewed By
Office of Town Attorney

[Signature]

under the provisions of Section V the sub-consultant and the designated employees of the sub-consultant will be deemed to be employees of the CONSULTANT.

- B. DESIGNATION OF TOWN'S REPRESENTATIVE – The TOWN hereby designates the Commissioner of Public Works as its representative. In the event the Commissioner is unavailable or incapacitated, his duly designated Deputy Commissioner of Public Works may act in his stead. The Commissioner shall have complete authority to transmit instructions, receive information, interpret, and define the TOWN'S general policy and decisions insofar as he is acting as the TOWN'S administrator under the terms of this Agreement. This authority, however, is restricted as aforesaid and there is no intention on the part of the Town Board, either express or implied, to delegate its exclusive authority insofar as other matters under this contract, such as but not limited to, increase or decrease in the scope of the work and approval of designs and plans.
- C. NON-DISCRIMINATION CLAUSE – The CONSULTANT agrees that neither he nor any sub-consultant, vendor, or other person shall discriminate in any manner by reason of race, creed, or color in employment of persons for the performance of any work under this contract.
- D. COMPLIANCE WITH LABOR STATUTES AND RULES AND WAIVER OF IMMUNITY – The CONSULTANT agrees to comply in all respects with the laws of the State of New York respecting labor and compensation and with all labor statutes, ordinances, rules and regulations applicable and having the force of law. In addition thereto, this contract is subject to cancellation pursuant to the provisions of Sec. 103-a of the General Municipal Law, which relates to refusal to sign a waiver of immunity when called to appear before a Grand Jury.
- E. SEPARATION OF CONSTRUCTION CONTRACTS – In those cases where a construction contract is subdivided into separate contracts in compliance with the provisions of law (General Municipal Law, Sec. 101) the separate contracts shall, for the purpose of determining the CONSULTANT'S fee as herein set forth, be treated as one contract.
- F. INSURANCE – The CONSULTANT shall secure and maintain such insurance as will protect him and the TOWN from claims under the Workmen's Compensation Acts, also secure and maintain bodily injury and property damage liability insurance coverage as will protect him and the TOWN, INCORPORATED VILLAGE OF MASSAPEQUA PARK, NASSAU COUNTY, NEW YORK STATE, and NEW YORK STATE HOUSING TRUST FUND CORPORATION, from claims which may arise from the performance of all services under this Agreement, in minimum limits of \$2,000,000.00, bodily injury and \$2,000,000.00 property damage, a Professional Liability Policy in an amount not less than \$2,000,000.00 insuring the CONSULTANT against errors and omissions. Automobile Liability and Property Damage Insurance is required in an amount not less than \$1,000,000.00 combined single limit for both Bodily Injury and Property Damage. The said insurance policies or certificates will be submitted for approval as to form to the Town Attorney's Office prior to or at the time of signing of this Agreement and copies then filed with the TOWN.
- G. COPYRIGHT OR PATENT INFRINGEMENT – The CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings, or specifications supplied by him, and he shall hold harmless the TOWN from loss or damage resulting therefrom.
- H. TESTING OF CONSTRUCTION MATERIALS – It is understood and agreed by the parties that the TOWN may contract with private testing laboratories for the purpose of testing construction materials that are typical of the construction contracts generally performed unless the private firm contracted with the Town is not equipped to do that particular type of testing or unless the facilities of the said laboratory are not available, or in the written opinion of the TOWN'S representative it is deemed to be in the best interests of the TOWN to use the facilities of an outside testing laboratory as a sub-contractor to the CONSULTANT, and in this regard the CONSULTANT shall comply with such procedures for testing as directed by the TOWN or the TOWN'S representative.

The CONSULTANT shall process claims for payment from the outside testing laboratories and submit to the TOWN'S representative his certification that the testing results were acceptable.

- I. CHANGE ORDERS.— In all those instances involving CONSULTANTS, Change Orders to the contractors, the CONSULTANT shall obtain written authorization in the form of a resolution from the Town Board along with approval by the Governor's Office of Storm Recovery (GOSR) as to the details and cost prior to authorizing the contractors to proceed with the work provided for under Change Orders, except in those instances when the CONSULTANT must issue the Change Orders on an emergency basis, and in these instances he shall contact the TOWN'S representative and GOSR's representative as soon as reasonably possible to obtain his authorization to proceed with that amount of work made necessary by the emergency conditions, and he shall as soon as reasonably possible thereafter contact the Town Board to obtain the written authorization to proceed with the balance of the work in the same manner as prescribed for in regular change orders.
- J. DIVISIBLE AGREEMENT – The parties agree that the work and services to be performed by the CONSULTANT herein consists of three distinct but related phases of a program leading to the ultimate development and completion of the Project.

For this project, the funding authorization for the CONSULTANT will be made as a LUMP SUM which shall include all three phases of the project, and it is agreed that the fee for such services shall not be more than that set forth in Section V – PAYMENTS of this Agreement.

- K. OWNERSHIP OF DOCUMENTS – The completed original tracings and the original master specification sheets shall remain the property of the TOWN but may remain in the custody of the CONSULTANT, unless otherwise determined by the TOWN. In the event of any subsequent revisions, the CONSULTANT shall submit two (2) revised prints to the office of the TOWN'S representative.

Until final acceptance of the Project by the TOWN, there shall be no publication of the plans, specifications, or contract documents relating to the Project by the CONSULTANT without the prior approval of the TOWN.

- L. COMPLETION OF PROJECT WITHIN CONSULTANT'S FINAL PROJECT COST ESTIMATE – The CONSULTANT hereby acknowledges that he is familiar with the provisions of law dealing with municipal corporations, particularly those relating to the construction of Projects within the authorized amounts; therefore, said CONSULTANT hereby agrees to design the Project and arrive at his final Project cost estimate in such a manner as to allow the TOWN to build the Project at an amount which will not exceed the authorized amount which includes construction costs, engineering fees, and contingencies, and in the event that the bid amounts for the construction of the Project should exceed the CONSULTANT'S final Project cost estimate, the TOWN reserves the right to either cancel this Agreement or any portion thereof or instructs the CONSULTANT'S to redesign the plans so that the construction cost can come within the authorized amount, and if so directed to redesign, the CONSULTANT agrees to do so without any additional cost or fee to the TOWN, unless it is determined from a recognized construction cost index, such as the "Engineering News-Record Index," "Industrial Index," "Consumer Index," etc., that costs have increased beyond predictable amounts since the CONSULTANT'S design was submitted to the TOWN.

- M. SUCCESSORS AND ASSIGNS – This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Town and the CONSULTANT respectively and his partners, successors, assigns, and legal representatives. The CONSULTANT shall not have the right to assign, transfer or sublet his interest or obligations hereunder without written consent to the Town Board.

- N. By executing this agreement, CONSULTANT certifies that it is not currently engaged in a boycott of any American Allied Nation, as such term is defined by Town Code § 64-11, and CONSULTANT

further agrees that it will not engage in a boycott of any American Allied Nation during the term of this agreement.

SECTION II

Services of the Consultant

- A. THE DESIGN PHASE – After the Town Board adopts a resolution directing the CONSULTANT to proceed with the Design Phase, the principal services to be performed are as follows:
1. To avoid duplication of efforts, unless otherwise specified by GOSR in writing, the CONSULTANT will not conduct environmental review activities. It is presumed that GOSR will serve as lead agency for the purposes of NEPA and SEQRA. The CONSULTANT will be required to coordinate with GOSR and its contractors in support of any environmental review activity. Notwithstanding the above, the CONSULTANT will be responsible for applying for, obtaining and complying with all applicable, local, state and federal permits.
 2. The CONSULTANT must abide by GOSR's environmental requirements, including but not limited to elevation design standards adapted to address impacts of climate change. Updated copies of these environmental requirements are available at www.stormrecovery.nv.gov/environmental-docs
 3. After the initial pre-design conference, the CONSULTANT shall meet and work with the Town of Oyster Bay to determine more detailed program requirements for the project and shall refine and complete the program in a form acceptable to the Town of Oyster Bay.
 4. The consultant shall review and field-verify the existing condition findings of the preliminary technical report. If necessary, complete necessary topographic and boundary survey work to determine existing elevation of road surface, curbs, drainage structures, piping and outfalls, and adjacent properties.
 5. Prepare a conceptual design report (10%) for Town review that includes the following components: (1) alternatives for mitigating flooding conditions associated with various return interval design storms, within the budgetary constraints set forth for this project; (2) preliminary estimate of total project costs broken out by services and construction costs for these alternatives; (3) an analysis that explains the basis for selecting a specific storm return period as a basis for the design of the proposed alternative(s); (4) an analysis which provides a recommendation for a preferred alternative; and (5) summary.
 6. Upon acceptance of the design report, submit plans and specifications at the 30%, 60%, and 90% completion milestones for review and approval by the Town. Contents of deliverables should be based on the guidance provided in the CR Program Design Submission Guidance document dated May 5, 2017. With each submission, the CONSULTANT shall provide a report which shall include an updated estimate of probable construction costs, suggestions for design modifications which shall bring the project into conformance with the project budget, if necessary, and a timeline for completion of the next design milestone. The CONSULTANT shall not advance drawings beyond these milestones until approval from the Town is received. CONSULTANT shall also prepare a detailed schedule for the supply of next deliverable. Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid. Upon the acceptance of each milestone submission, the Town will specify a deadline for the delivery of the next completion milestone.
 7. Plan, advertise, and convene public meetings to gain feedback regarding the aesthetic, economic, and environmental impacts of the project.
 8. Ascertain public opinion and incorporate resident feedback into project design.
 9. Design the Project so that the actual Total Project Construction Cost does not exceed the Approved Construction Budget. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the CONSULTANT shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the

CONSULTANT shall, in addition to the above, at the Town of Oyster Bay's request and at no additional cost, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town of Oyster Bay in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

10. Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid within 120 calendar days of the acceptance of the final design report for review and approval by both the Town and GOSR.
11. Deliver copies of all GIS data generated during this project to Town of Oyster Bay with the final design delivery.
12. Prepare and submit any and all required permit applications.
13. Attend and present project update at one NYRCR Planning Committee update meeting. This meeting is separate from other meetings referenced in this Scope of Work.

B. BIDDING PHASE – After the Town Board adopts a resolution approving the CONSULTANT'S final design, cost and construction time estimates, and directing the CONSULTANT to proceed with the Bidding Phase, the principal services to be performed are as follows:

1. Assist the Town of Oyster Bay during the construction bid process by attending the pre-bid site meeting, responding to bidder questions, distributing documents to prospective bidders by mail or email and maintaining a list of prospective bidders, issuing any necessary addenda, and reviewing bids received to determine technical responsiveness and bidder experience and qualification to perform the work.
2. Recommend to the Town of Oyster Bay, award to the lowest, responsive, responsible bidder and assist the Town of Oyster Bay in the preparation of the Notice of Award.

C. CONSTRUCTION PHASE – This Phase is undertaken only after adoption of a resolution by the Town Board awarding construction contracts and authorizes the CONSULTANT to act on behalf of the TOWN in this Phase. The principal services to be performed are as follows:

1. Conform the required copies of the contract and bid documents to the originals, if so required by the TOWN'S representative.
2. Review the low bidder's submittals of bonds and insurance certificates and assist the Town of Oyster Bay in the preparation of the Notice to Proceed.
3. Conduct the pre-construction meeting and prepare meeting minutes.
4. Review submittals for contract document compliance.
5. As lights may be installed on Town, Village or County roadways, the selected firm will be required to ensure that the awarded Contractor submits and complies with the permitting and maintenance & protection of traffic requirements of these agencies.
6. Answer Requests for Information within 5 business days.
7. Prepare agendas and conduct regular construction progress meetings in accordance with the Town of Oyster Bay's requests. Prepare meeting minutes. Meetings shall be held weekly, biweekly or monthly depending on the duration and complexity of the construction.
8. Conduct regular construction inspections to ensure contract compliance, design intent, quality of workmanship, and material acceptance. The frequency of inspections will be based on the duration and complexity of the construction and the level of construction activity.
9. Review and approve all contractor requests for payment, and submit approved requests to the Town of Oyster Bay. Payment requests shall meet GOSR and CDBG-DR Program requirements for reimbursement.
10. Prepare and issue Field Orders and Change Orders.
11. At Substantial Completion, conduct Substantial Completion Inspection and prepare punchlist of work to be completed
12. At Final Completion, conduct Final Completion Inspection and prepare Certification of Final Completion

13. Collect contract closeout documents from all prime contractors, this includes but is not limited to lien and claim releases from all subcontractors and vendors, Consent of Surety to Final Payment, and equipment warranties, if applicable.
14. Prepare Record (as-built) drawings
15. If applicable, prepare Operation and Maintenance Manual
16. Coordinate project activities with the activities of the Town of Oyster Bay and other parties.
17. Conduct, in company with the TOWN'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the contract documents, approving, in writing, final payments to the contractors, and submit a written report of the completed Project to the TOWN.
18. Inspection during the Guaranty Period and during the term of any Performance or Maintenance Bond relating to the Project and preparation of a written report listing discrepancies between guarantees and performance.

Change Orders shall not be permitted unless specifically requested and approved by the Town of Oyster Bay.

SECTION III

Project Description

The Town of Oyster Bay is proposing to design and construct improvements to roads and drainage infrastructure throughout Massapequa, a hamlet of the Town of Oyster Bay, and the incorporated Village of Massapequa Park, in an effort to mitigate roadway flooding that occurs during severe storms and extreme tidal events.

Flooding not only prevents safe egress from homes and businesses, but also damages homes, properties, and automobiles. Flooding further creates quality of life issues, including disruption of services such as school bus routes, mail and sanitation services.

Mitigation of these flooding events can be accomplished with techniques such as road raisings, installation of tidal check valves, repair of existing drainage systems, modification to existing drainage systems to increase capacity or elevation, and installation of new drainage infrastructure.

Penalties For Non-Performance

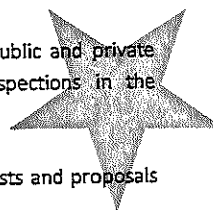
A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the CONSULTANT and approved by the Town and GOSR. If the design tasks are not achieved by the CONSULTANT by the agreed to schedule deadlines, to the acceptance of the Town, payment will be withheld according to the payment schedule included in PAYMENT SCHEDULE.

Section IV

The Town

The TOWN agrees to provide the CONSULTANT, when requested, with complete information concerning the requirements of the project and to perform the following services:

- A. The TOWN shall provide legal access for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform such work and inspections in the development of the project.
- B. The TOWN shall give thorough consideration to all the CONSULTANT'S requests and proposals and shall inform the CONSULTANT of all decisions within a reasonable time.
- C. The TOWN shall hold all required public hearings and serve all required legal notices.



- D. The TOWN shall furnish all the necessary topographical and property line surveys required for design purposes unless the TOWN shall direct the CONSULTANT to obtain or perform such necessary surveys under the Optional Services provisions of the Agreement.
- E. The TOWN shall furnish the CONSULTANT with a copy of the design and construction standards, if any, and the CONSULTANT agrees to consider and incorporate same in his design. However, if the CONSULTANT, in his professional judgment, deems an alternate design to be more desirable, then the same may be incorporated in his design, provided he obtains the prior written approval of the Town Board.

SECTION V

Payments to the Consultant

Payments to the CONSULTANT are contingent upon the TOWN's receipt of CDBG-DR funding to be applied to said payment and shall be made based upon the following schedule:

1. Preliminary Technical Design Report	\$16,770.00
2. Final Technical Design Report	\$11,160.00
3. Topographic Survey and Base Mapping	\$87,180.00
4. Right-Of-Way Mapping	\$35,740.00
5. Coordination with Public Utilities	\$6,015.00
6. Soil Borings and Pavement Cores	\$10,000.00
7. 30% Design Plans	\$43,080.00
8. 60% Design Plans	\$46,890.00
9. 90% Draft Final Design Plans	\$39,870.00
10. 100% Final Design Drawings and Specifications	\$22,080.00
11. Bid Review and Award	\$6,510.00
12. Construction Inspection	\$123,840.00
TOTAL FEE:	\$449,135.00

SECTION VI

Schedule of Payments

The CONSULTANT agrees to supply with all payment requests:

- A Consultant Claim summary report, outlining the status of the project budget, status of project completion, work performed in the claim period, and work anticipated to be performed in the next claim period.
- Time sheets for personnel working on the project, which shall be signed by the employee and approved by that employee's supervisor.
- Copies of all invoices for approved reimbursable costs, including, but not limited to, sub-contractor costs, sub-consultant costs, and supplies. No sales tax shall be reimbursed to the CONSULTANT. Copies of the Town's Tax-Exempt form can be provided upon request.

SECTION VII

Definitions & Requirements

- PROJECT CONSTRUCTION COST shall not include the CONSULTANT'S fee or that of other special consultants whose fee is paid by the TOWN, nor does it include the cost of land, right-of-way, or compensation for and/or damages to property unless this Agreement so specifies, nor does it include the TOWN'S legal, accounting, bonding or interest charges incurred in connection with the Project. It is further agreed that nothing contained in this definition shall be construed to entitle the CONSULTANT to a fee or additional fee where any of the provisions of this

Agreement provide otherwise, such as but not limited to the requirement that the CONSULTANT agrees without additional fee to redesign plans in order to award construction contracts within the authorized amount or where he designs plans for alternate items, the cost of which is not included in his Project construction cost estimate, or is not included in a construction contract under this Agreement.

- B. **WAGE RATE:** The wage rate shall mean the actual hourly rate paid to the employee engaged directly in the project by the CONSULTANT, including, but not limited to principals, engineers, resident representatives, surveyors, designers, draftsmen, specification writers, estimators, and administrative staff. The CONSULTANT further agrees that in the event that an employee provides services to the project for which the time is in excess of a normal 40-hour week, the Town will only reimburse the CONSULTANT for the employee's wage rate without the application of a multiplier.
- C. **CERTIFIED LIST OF PAYROLL COST:** Upon the signing of this Agreement, the CONSULTANT shall file with the Office of the Town Comptroller a certified list of all employees, including partners and principals, who may be engaged in any of the work under this Agreement in which the fee for a said service to be rendered the TOWN under any Phase or Optional Service is to be based on a multiple of payroll factor. Any changes in the said payroll list are to be certified and filed promptly with the Office of the Comptroller. The TOWN reserves the right to audit the CONSULTANT'S payroll records and all other financial records, and the CONSULTANT herein agrees to cooperate with the TOWN and to make said records available, upon reasonable notice of the request of the TOWN or the Town Comptroller.
- D. **REIMBURSABLE SERVICES:** The CONSULTANT shall be reimbursed for the actual cost to the CONSULTANT for any authorized services as approved by the TOWN or the TOWN'S representative, for the following optional services such as, but not limited to:
1. Furnishing of drawings and specifications in addition to those provided for in this Agreement.
 2. Work of special consultants when required by the complex nature of the Project, provided that the special consultant has been authorized by the Town Board as a sub-consultant.
 3. Aerial Photography or photographic reproductions.
 4. Soil Borings and Investigations
- E. **RESIDENT REPRESENTATIVES:** The CONSULTANT shall furnish and direct qualified Resident Representatives, and the cost will be paid for by the TOWN as provided for the schedule of payments to be filed by the CONSULTANT in connection with the services to be rendered under the Optional Services section of this Agreement.
- The program for Resident Representatives is to be submitted by the CONSULTANT for the approval of the Commissioner before such services begin.
- F. **TERMINATION:** Either party may terminate this Agreement hereto by giving a thirty-day (30-day) written notice to the other party of Notice of Cancellation. The CONSULTANT, shall be paid for services actually authorized and performed pursuant to the provisions of this Agreement up to the date of termination, including reimbursements then due unless the cancellation of the Agreement by the TOWN is due to the CONSULTANT'S failure to properly perform under the provisions of this Agreement.
- G. **ABANDONED OR SUSPENDED WORK:** If any work performed by the CONSULTANT is abandoned or suspended, in whole or in part, by the TOWN without any fault of the CONSULTANT, then the CONSULTANT shall be paid for services which have been performed and approved pursuant to the provisions of this Agreement prior to the TOWN giving written notice to the CONSULTANT of such abandonment or suspension.

- H. COMPLETION OF AUTHORIZED WORK: Any work authorized by the resolution and not completed nor abandoned nor suspended at the end of this contract shall be completed under the terms and conditions of this contract (until the effective date of a new or renewed contract, if any).
- I. UNIT ITEMS OF WORK: Where a contract for construction employs the use of unit items of work, the CONSULTANT'S fee will be adjusted at the completion of work to account for the actual number of units used in the construction of Project and paid by the TOWN.
- J. IT IS UNDERSTOOD AND AGREED that this Agreement may be amended only in writing and that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.
- K. APPROVAL OR AUTHORIZATION: Whenever approval or authorization is required in this contract by the Town Board, such approval or authorization shall be deemed granted only upon the adoption of a resolution by the Town Board approving or authorizing same.

SECTION VIII

Additional Provisions

Any of the foregoing provisions to the contrary notwithstanding, the parties hereto agree as follows:

- A. That during the Design Phase, the CONSULTANT shall, in addition to performing the services enumerated in the "Design Phase," without limitation as therein prescribed, design and assume responsibility for the sufficiency and adequacy of the design, plans and specifications and assure the TOWN that the design, plans and specifications will accomplish the purpose intended by the TOWN.

In the event, however, that the CONSULTANT has, because of the existing state of knowledge within the profession, any reservations as to the sufficiency and adequacy of any aspect of the design to accomplish the purpose intended by the TOWN for the Project, he shall submit for review by the Town Board his reservations, in writing, enumerating with specificity, the reservations and the reasons therefor. Upon review of said reservations, the Town Board may at its option either accept the reservation or request the CONSULTANT to redesign without additional cost to the TOWN.

- B. The CONSULTANT agrees, after the construction contract has been awarded, to keep the TOWN informed of any delays in the construction of Project and to notify the Commissioner of the Department of Public Works of the reasons for such delays prior to recommending to the TOWN that an extension of time for completion be granted.
- C. The CONSULTANT agrees, with regard to this Project, generally to assist the TOWN, upon request of the Town Attorney, in preparations associated with legal actions arising therefrom and to testify on behalf of the TOWN should the same be requested by the TOWN. The parties agree, in the event the aforesaid services are required, that the CONSULTANT'S principals will be compensated at the rates specified elsewhere in this Agreement.
- D. The parties agree that wherever it is provided in the Agreement to which this Rider is attached that the TOWN "approves," or words of like effect, that the approval contemplated by the parties is pro forma approval and that the TOWN does not intend by such approval to assume any of the CONSULTANT'S responsibility with regard to any Phase of the Project.

- E. The CONSULTANT agrees that the services which he may be required to perform under this Agreement can generally be categorized in Phases as follows:

Design, Bidding and Construction

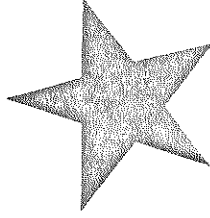
- F. It is understood and agreed by the CONSULTANT that in no event will the CONSULTANT commence work on any of the above Phases unless and until specifically directed to do so by a separate and distinct resolution by the Town Board.
- G. If, in the opinion of the CONSULTANT, any additions or changes of plans recommended or directed by the TOWN will increase the cost of the work beyond the amount agreed to by the TOWN after acceptance of the Preliminary Phase, then and in that event, the CONSULTANT shall not incorporate said changes in his design unless specifically authorized and directed to do so by resolution of the Town Board.
- H. The CONSULTANT agrees prior to commencing on the Bidding Phase of any contract to submit, in writing, to the Town Board for approval of the CONSULTANT'S final Project cost estimate.
- I. It is hereby agreed by and between the parties hereto that if the CONSULTANT'S final Project cost estimate or the bid price exceed the amount appropriated therefor as herein above specified in Paragraph "L," of Section I, then and in that event the TOWN reserves the right to direct the CONSULTANT to redesign the Project so that the Project will not exceed the aforesaid amount and the CONSULTANT agrees, if so directed, to redesign and he will do so at no additional cost to the TOWN.
- J. The parties hereto agree that the TOWN may, if it decides to undertake the Construction Phase of this Project regardless of anything to the contrary therefore set forth in this Agreement, at its sole option and discretion, perform said Phase using TOWN personnel and/or any other consultants and is not constrained to use the services of the other party to this Agreement beyond the Bid Phase. In the event, however, that the TOWN directs the CONSULTANT to perform these services, it is agreed that the fee for such services shall be set forth in Section V, "Payment," of this Agreement.
- K. "All attachments and exhibits to this Contract are hereby incorporated by reference into the Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in the Order of Precedence section of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts."

APPENDIX A

Governor's Office of Storm Recovery

Supplementary Conditions

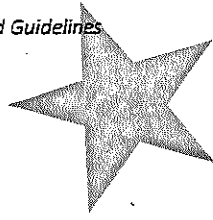
(Exhibit E)



APPENDIX B

Governor's Office of Storm Recovery

Environmental Requirements and Guidelines



Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 6, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES CONTRACT
FLOOD DIVERSION AND CONTROL PROJECTS FOR
MASSAPEQUA AND MASSAPEQUA PARK
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM
CONTRACT NO. H18-171
SUPPLEMENTAL MEMO TO FOLLOW

The Division of Engineering is in the process of receiving proposals for the above-referenced contract. A formal recommendation of award will be provided by supplemental memorandum docket.

It is hereby requested that a space be reserved at the Town Board meeting of April 24, 2018 for the Town Board to take action to award Engineering Services for Flood Diversion and Control Projects for Massapequa and Massapequa Park, Contract No. H18-171.

Richard W. Lenz by David M. Ball

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

W
RWL/JCT/MR/lk

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Colin Bell, Deputy Commissioner/IGA
Kathy Stefanich, DPW/Administration

H18-171 DOCKET AWARD RESERVE

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DRAFT

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 19, 2018, advised that, in connection with Contract No. H18-171-P3, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 3, Outfall 31 System, Outfall 114 System, and Outfall 128 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P3, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P3 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding of this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a required consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P3 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

RESOLVED, That the Supervisor, or his designee, is authorized to execute a required consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

-#-

Reviewed By
Office of Town Attorney
[Signature]

30

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 19, 2018

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL MEMO TO DKCET ITEM NO. 33
DOCKET OF APRIL 10, 2018
AWARD OF ENGINEERING SERVICES CONTRACT
AND USE OF SUB-CONSULTANTS
FLOOD DIVERSION AND CONTROL PROJECTS FOR
MASSAPEQUA AND MASSAPEQUA PARK
PROJECT 3: OUTFALL 31 SYSTEM (BROCKMEYER DRIVE), OUTFALL 114 SYSTEM
(CLEARWATER AVENUE), AND OUTFALL 128 SYSTEM (IROQUOIS PLACE)
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM
CONTRACT NO. H18-171-P3
ACCOUNT NO. IGA H 1997 20000 000 1303 001
PROJECT ID NO. 1303TWNA-07

In furtherance to Item No. 33 of the docket of April 10, 2018, this project will provide for Flood Diversion and Control Projects in Massapequa and Massapequa Park as described in the Massapequa NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

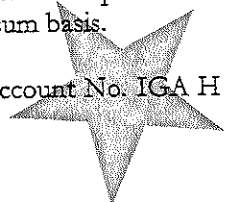
This sub-project is Project Area 3, which will provide improvements to Outfall 31 System (Brockmeyer Drive), Outfall 114 System (Clearwater Avenue), and Outfall 128 System (Iroquois Place), located in Massapequa.

On March 19, 2018, the Department of Public Works, through the Office of the Town Clerk published a public notice in Newsday, in addition to a posting on the New York State Contract Reporter and the Town of Oyster Bay website, to announce the availability of Request for Proposals documents for this project. On April 13, 2018 the Division of Engineering had received five (5) proposal responses which were reviewed and evaluated by a selection committee based on the technical merits and cost. Related support documentation is on file in the Division of Engineering.

The Commissioner of Public Works, after review of the technical and cost factors associated with these proposals that were determined by the Division of Engineering has approved the selection of the top-ranking firm as N&P Engineers & Land Surveyor, PLLC. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy. The Governor's Office of Storm Recovery has reviewed and approved the procurement procedure followed by the Town and the selection of N&P Engineers & Land Surveyor, PLLC.

The maximum total fee for engineering services for all phases of the project is \$462,390.00, as detailed in the attached cost proposal submitted by N&P Engineers & Land Surveyor, PLLC. In accordance with the requirements of the Governor's Office of Storm Recovery, engineering services are to be provided on a lump-sum basis.

Funds are available to satisfy engineering services at an amount not to exceed \$462,390.00 in Account No. IGA H 1997 20000 000 1303 001.



Further, to meet the technical requirements of the project and to satisfy the Governor's Office of Storm Recovery requirements for participation of Section 3 and Minority & Women Owned Business Enterprises, the office of Nelson & Pope, Engineers & Land Surveyor, PLLC, requests authorization to utilize, as sub-consultants, Gayron deBruin Land Surveying & Engineering for survey services, Gedeon GRC Consulting for inspection services, East Coast GeoServices for soil borings, and Nelson, Pope & Voorhis for environmental services.

In accordance with the requirements of the Governor's Office of Storm Recovery, a project-specific consultant agreement, attached, must be executed reflecting the terms of the Request for Proposals and the specific contract requirements of the Governor's Office of Storm Recovery. The specific terms of this Agreement are under final review by the Governor's Office of Storm Recovery.

It is hereby requested that the Town Board authorize, by resolution, N&P Engineers & Land Surveyor, PLLC, to perform engineering services relative to Contract No. H18-171-P3, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 3: Outfall 31 System (Brockmeyer Drive), Outfall 114 System (Clearwater Avenue), and Outfall 128 System (Iroquois Place), that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, and that the Town Supervisor, or his designee, be authorized to execute the Consultant Agreement upon final approval by the Governor's Office of Storm Recovery.



RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/ik

Attachments

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Colin Bell, Deputy Commissioner/IGA
Daniel Midgette, Division of Engineering

H18-171-P3 DOCKET AWARD ENG SERVICES SUPP





MANPOWER ESTIMATE

Architectural/Engineering Design, Bidding and Construction Administration and Inspection Services

Town to Oyster Bay: Flood Diversion and Control Project for Massapequa and Massapequa Park

Project 3 Outfall 31 System (Brockmeier Drive), Outfall 114 System (Clearwater Avenue), and Outfall 128 System (Iroquois Place)

NELSON & POPE TEAM: N&P - NP&V / G&B / GRC

TASKS	N&P/ NP&V										G&B					GEDEON		TOTAL HOURS	COST						
	Mgr Partner	Project Mgr	Project Engr	Engr	Sr. Engr Tech	Engineering Technician	Junior Engineer	Sr. Administrative	Environmental Partner	Environmental Analyst	Principal Surveyor	Survey Project Manager	Survey Technician	Party Chief	Instrument Person	Survey Project Manager	Senior CAD Operator			CAD Operator	Junior CAD Operator	Party Chief	Instrument Person	Mgr Partner	Construction Inspector
	\$175	\$150	\$115	\$100	\$135	\$105	\$80	\$90	\$175	\$110	\$175	\$150	\$105	\$145	\$125	\$175	\$120	\$60	\$60	\$105	\$90	\$175	\$125		
SECTION II PROJECT UNDERSTANDING AND TECHNICAL APPROACH																									
Part 1 - Task I - Technical Design Report																									
A PRELIMINARY TECHNICAL DESIGN REPORT	6	12	24	16	4	40		8	4	12														126	\$14,590.00
B FINAL TECHNICAL DESIGN REPORT	4	10	16	12	4	32		8	2	8														96	\$11,080.00
Task II - Design Services																									
A TOPOGRAPHIC SURVEY AND BASE MAPPING (N&P)	4	8	12	40	4	60	20				4	20	32	24	24									252	\$29,260.00
TOPOGRAPHIC SURVEY AND BASE MAPPING (G&B)																	32	48	60	24	120			404	\$41,380.00
RIGHT-OF-WAY MAPPING (N&P)	2	4	14	12		8					2	4	8	8										70	\$8,550.00
RIGHT-OF-WAY MAPPING (G&B)																	16	20	32	12	80			240	\$24,320.00
C COORDINATION WITH PUBLIC UTILITIES	2	4	24		8	12																		50	\$5,050.00
D SOIL BORINGS AND PAVEMENT CORES-OUTSIDE SERVICE - Eval Co																									\$20,000.00
E 30% DESIGN PLANS	20	40	80	100	20	60	40	4	12	24														400	\$49,000.00
F 60% DESIGN PLANS	12	32	100	120	16	80	60	8	8	16														452	\$49,610.00
G 90% DRAFT FINAL DESIGN PLANS	16	48	80	60	12	40	20	6	4	8														286	\$34,820.00
H 100% FINAL DESIGN DRAWINGS AND SPECIFICATIONS	12	24	40	20	24	24	16	16																176	\$20,780.00
Task III - Bid Review and Award	4	12	12					8																36	\$4,500.00
Task IV - Construction Inspection - N&P*	6	24	12	2	440																			484	\$55,530.00
Task IV - Construction Inspection - Gedeon*																								660	\$85,500.00
GRAND TOTAL	88	218	414	382	532	356	156	60	30	68	6	24	40	32	32	48	68	92	36	200	200	60	600	3,142	\$462,390.00

* Full Time Construction Inspection and Office Support, 44 hours per week for 26 weeks (6 months)

COMPANY SUMMARY		
N&P/ NP&V	\$291,210.00	63.0%
G&B	\$85,680.00	14.2%
GEDEON	\$95,500.00	18.5%
East Coast Geoservices	\$20,000.00	4.3%
Total	\$462,390.00	100.0%

TASK SUMMARY		
Technical Design Report	\$25,780.00	5.6%
Design Services	\$280,880.00	60.7%
Bid Review & Award	\$4,600.00	1.0%
Construction Inspection	\$151,130.00	32.7%
Total	\$462,390.00	100.0%

CONSULTANT AGREEMENT

ENGINEERING, DESIGN & CONSTRUCTION MANAGEMENT SERVICES FOR
FLOOD DIVERSION AND CONTROL PROJECTS IN MASSAPEQUA AND MASSAPEQUA PARK
AS DEFINED IN THE NY RISING COMMUNITY RECONSTRUCTION (NYRCR) PLAN,
CDBG-DR MASSAPEQUAS

PROJECT #3 : OUTFALL 31 SYSTEM (BROCKMEYER DRIVE),
OUTFALL 114 SYSTEM (CLEARWATER AVENUE), AND OUTFALL 128 SYSTEM (IROQUOIS PLACE)
CONTRACT NO. H18-171-P3

*This is a project funded by and conceived through the NY Rising Community Reconstruction Program
of the Governor's Office of Storm Recovery.*

THIS AGREEMENT made as of the _____ day of _____, by and between TOWN OF OYSTER BAY, a municipal corporation having its principal place of business at Town Hall, Audrey Avenue, Oyster Bay, New York, acting on behalf of Town of Oyster Bay and Special Districts, hereinafter called the TOWN, N&P Engineers & Land Surveyor, PLLC, with their office and principal place of business at 572 Walt Whitman Road, Melville, New York 11747-2188, hereinafter called CONSULTANT.

WITNESSETH, That whereas the Town deems it necessary and desirable to retain the services of a CONSULTANT for the purpose of preparing surveys, plans, contract documents, and specifications and provide other services in connection with Flood Diversion and Control Projects in Massapequa and Massapequa Park, Project #3 : Outfall 31 System (Brockmeyer Drive), Outfall 114 System (Clearwater Avenue), and Outfall 128 System (Iroquois Place).

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

That the CONSULTANT is hereby retained, on a non-exclusive basis to render the services required of the Consultant in accordance with the terms, conditions, and provisions as set forth herein, commencing _____, and to continue until completion of all services outlined in the request for proposals, or until such time that this Agreement is terminated or cancelled in accordance with and pursuant to the terms, conditions, and provisions set forth herein.

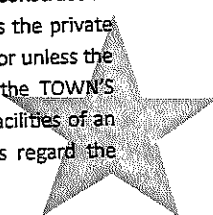
SECTION I

General

- A. CONSULTANT – Professional Representative. The CONSULTANT shall serve as the TOWN'S professional representative in the planning, design, professional supervision, and inspection of the construction of the Project and shall give consultation and advice to the TOWN during the performance of their services, and the CONSULTANT herein represents that they are adequately staffed, skilled, and experienced in the type of work proposed, and represents further that they are duly licensed and qualified to perform these services under the Laws of the State of New York; and it is understood and agreed that in the event the CONSULTANT herein should for any reason desire to subcontract for any of the consulting services herein even though this be an accepted or usual practice of the profession, the CONSULTANT shall advise the TOWN'S representative in writing as to the name and office address of the sub-consultant and obtain the Town Board's approval as to the scope and percentage of work to be performed by the sub-consultant and, further that all sub-consultant work is to be performed at no additional cost to the TOWN; however, in those instances where the CONSULTANT'S fee is based upon a multiple of wage rate, then it is agreed that the maximum cost for the Project shall include the cost of services rendered by all sub-consultants, and the CONSULTANT is required to file with the Town Comptroller a certified list of the payroll cost of those employees of the sub-consultant who are

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

to perform services on the Project, and for purposes of payment and only for this purpose, under the provisions of Section V the sub-consultant and the designated employees of the sub-consultant will be deemed to be employees of the CONSULTANT.

- B. DESIGNATION OF TOWN'S REPRESENTATIVE – The TOWN hereby designates the Commissioner of Public Works as its representative. In the event the Commissioner is unavailable or incapacitated, his duly designated Deputy Commissioner of Public Works may act in his stead. The Commissioner shall have complete authority to transmit instructions, receive information, interpret, and define the TOWN'S general policy and decisions insofar as he is acting as the TOWN'S administrator under the terms of this Agreement. This authority, however, is restricted as aforesaid and there is no intention on the part of the Town Board, either express or implied, to delegate its exclusive authority insofar as other matters under this contract, such as but not limited to, increase or decrease in the scope of the work and approval of designs and plans.
- C. NON-DISCRIMINATION CLAUSE – The CONSULTANT agrees that neither he nor any sub-consultant, vendor, or other person shall discriminate in any manner by reason of race, creed, or color in employment of persons for the performance of any work under this contract.
- D. COMPLIANCE WITH LABOR STATUTES AND RULES AND WAIVER OF IMMUNITY – The CONSULTANT agrees to comply in all respects with the laws of the State of New York respecting labor and compensation and with all labor statutes, ordinances, rules and regulations applicable and having the force of law. In addition thereto, this contract is subject to cancellation pursuant to the provisions of Sec. 103-a of the General Municipal Law, which relates to refusal to sign a waiver of immunity when called to appear before a Grand Jury.
- E. SEPARATION OF CONSTRUCTION CONTRACTS – In those cases where a construction contract is subdivided into separate contracts in compliance with the provisions of law (General Municipal Law, Sec. 101) the separate contracts shall, for the purpose of determining the CONSULTANT'S fee as herein set forth, be treated as one contract.
- F. INSURANCE – The CONSULTANT shall secure and maintain such insurance as will protect him and the TOWN from claims under the Workmen's Compensation Acts, also secure and maintain bodily injury and property damage liability insurance coverage as will protect him and the TOWN, INCORPORATED VILLAGE OF MASSAPEQUA PARK, NASSAU COUNTY, NEW YORK STATE, and NEW YORK STATE HOUSING TRUST FUND CORPORATION, from claims which may arise from the performance of all services under this Agreement, in minimum limits of \$2,000,000.00, bodily injury and \$2,000,000.00 property damage, a Professional Liability Policy in an amount not less than \$2,000,000.00 insuring the CONSULTANT against errors and omissions. Automobile Liability and Property Damage Insurance is required in an amount not less than \$1,000,000.00 combined single limit for both Bodily Injury and Property Damage. The said insurance policies or certificates will be submitted for approval as to form to the Town Attorney's Office prior to or at the time of signing of this Agreement and copies then filed with the TOWN.
- G. COPYRIGHT OR PATENT INFRINGEMENT – The CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings, or specifications supplied by him, and he shall hold harmless the TOWN from loss or damage resulting therefrom.
- H. TESTING OF CONSTRUCTION MATERIALS – It is understood and agreed by the parties that the TOWN may contract with private testing laboratories for the purpose of testing construction materials that are typical of the construction contracts generally performed unless the private firm contracted with the Town is not equipped to do that particular type of testing or unless the facilities of the said laboratory are not available, or in the written opinion of the TOWN'S representative it is deemed to be in the best interests of the TOWN to use the facilities of an outside testing laboratory as a sub-contractor to the CONSULTANT, and in this regard the
- 

CONSULTANT shall comply with such procedures for testing as directed by the TOWN or the TOWN'S representative.

The CONSULTANT shall process claims for payment from the outside testing laboratories and submit to the TOWN'S representative his certification that the testing results were acceptable.

- I. CHANGE ORDERS – In all those instances involving CONSULTANTS, Change Orders to the contractors, the CONSULTANT shall obtain written authorization in the form of a resolution from the Town Board along with approval by the Governor's Office of Storm Recovery (GOSR) as to the details and cost prior to authorizing the contractors to proceed with the work provided for under Change Orders, except in those instances when the CONSULTANT must issue the Change Orders on an emergency basis, and in these instances he shall contact the TOWN'S representative and GOSR's representative as soon as reasonably possible to obtain his authorization to proceed with that amount of work made necessary by the emergency conditions, and he shall as soon as reasonably possible thereafter contact the Town Board to obtain the written authorization to proceed with the balance of the work in the same manner as prescribed for in regular change orders.
- J. DIVISIBLE AGREEMENT – The parties agree that the work and services to be performed by the CONSULTANT herein consists of three distinct but related phases of a program leading to the ultimate development and completion of the Project.

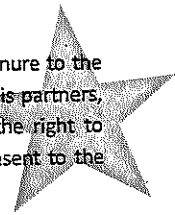
For this project, the funding authorization for the CONSULTANT will be made as a LUMP SUM which shall include all three phases of the project, and it is agreed that the fee for such services shall not be more than that set forth in Section V – PAYMENTS of this Agreement.

- K. OWNERSHIP OF DOCUMENTS – The completed original tracings and the original master specification sheets shall remain the property of the TOWN but may remain in the custody of the CONSULTANT, unless otherwise determined by the TOWN. In the event of any subsequent revisions, the CONSULTANT shall submit two (2) revised prints to the office of the TOWN'S representative.

Until final acceptance of the Project by the TOWN, there shall be no publication of the plans, specifications, or contract documents relating to the Project by the CONSULTANT without the prior approval of the TOWN.

- L. COMPLETION OF PROJECT WITHIN CONSULTANT'S FINAL PROJECT COST ESTIMATE – The CONSULTANT hereby acknowledges that he is familiar with the provisions of law dealing with municipal corporations, particularly those relating to the construction of Projects within the authorized amounts; therefore, said CONSULTANT hereby agrees to design the Project and arrive at his final Project cost estimate in such a manner as to allow the TOWN to build the Project at an amount which will not exceed the authorized amount which includes construction costs, engineering fees, and contingencies, and in the event that the bid amounts for the construction of the Project should exceed the CONSULTANT'S final Project cost estimate, the TOWN reserves the right to either cancel this Agreement or any portion thereof or instructs the CONSULTANT'S to redesign the plans so that the construction cost can come within the authorized amount, and if so directed to redesign, the CONSULTANT agrees to do so without any additional cost or fee to the TOWN, unless it is determined from a recognized construction cost index, such as the "Engineering News-Record Index," "Industrial Index," "Consumer Index," etc., that costs have increased beyond predictable amounts since the CONSULTANT'S design was submitted to the TOWN.

- M. SUCCESSORS AND ASSIGNS – This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Town and the CONSULTANT respectively and his partners, successors, assigns, and legal representatives. The CONSULTANT shall not have the right to assign, transfer or sublet his interest or obligations hereunder without written consent to the Town Board.



- N. By executing this agreement, CONSULTANT certifies that it is not currently engaged in a boycott of any American Allied Nation, as such term is defined by Town Code § 64-11, and CONSULTANT further agrees that it will not engage in a boycott of any American Allied Nation during the term of this agreement.

SECTION II

Services of the Consultant

- A. THE DESIGN PHASE – After the Town Board adopts a resolution directing the CONSULTANT to proceed with the Design Phase, the principal services to be performed are as follows:
1. To avoid duplication of efforts, unless otherwise specified by GOSR in writing, the CONSULTANT will not conduct environmental review activities. It is presumed that GOSR will serve as lead agency for the purposes of NEPA and SEQRA. The CONSULTANT will be required to coordinate with GOSR and its contractors in support of any environmental review activity. Notwithstanding the above, the CONSULTANT will be responsible for applying for, obtaining and complying with all applicable, local, state and federal permits.
 2. The CONSULTANT must abide by GOSR's environmental requirements, including but not limited to elevation design standards adapted to address impacts of climate change. Updated copies of these environmental requirements are available at www.stormrecovery.nv.gov/environmental-docs
 3. After the initial pre-design conference, the CONSULTANT shall meet and work with the Town of Oyster Bay to determine more detailed program requirements for the project and shall refine and complete the program in a form acceptable to the Town of Oyster Bay.
 4. The consultant shall review and field-verify the existing condition findings of the preliminary technical report. If necessary, complete necessary topographic and boundary survey work to determine existing elevation of road surface, curbs, drainage structures, piping and outfalls, and adjacent properties.
 5. Prepare a conceptual design report (10%) for Town review that includes the following components: (1) alternatives for mitigating flooding conditions associated with various return interval design storms, within the budgetary constraints set forth for this project; (2) preliminary estimate of total project costs broken out by services and construction costs for these alternatives; (3) an analysis that explains the basis for selecting a specific storm return period as a basis for the design of the proposed alternative(s); (4) an analysis which provides a recommendation for a preferred alternative; and (5) summary.
 6. Upon acceptance of the design report, submit plans and specifications at the 30%, 60%, and 90% completion milestones for review and approval by the Town. Contents of deliverables should be based on the guidance provided in the CR Program Design Submission Guidance document dated May 5, 2017. With each submission, the CONSULTANT shall provide a report which shall include an updated estimate of probable construction costs, suggestions for design modifications which shall bring the project into conformance with the project budget, if necessary, and a timeline for completion of the next design milestone. The CONSULTANT shall not advance drawings beyond these milestones until approval from the Town is received. CONSULTANT shall also prepare a detailed schedule for the supply of next deliverable. Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid. Upon the acceptance of each milestone submission, the Town will specify a deadline for the delivery of the next completion milestone.
 7. Plan, advertise, and convene public meetings to gain feedback regarding the aesthetic, economic, and environmental impacts of the project.
 8. Ascertain public opinion and incorporate resident feedback into project design.
 9. Design the Project so that the actual Total Project Construction Cost does not exceed the Approved Construction Budget. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the CONSULTANT shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the

Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the CONSULTANT shall, in addition to the above, at the Town of Oyster Bay's request and at no additional cost, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town of Oyster Bay in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

10. Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid within 120 calendar days of the acceptance of the final design report for review and approval by both the Town and GOSR.
11. Deliver copies of all GIS data generated during this project to Town of Oyster Bay with the final design delivery.
12. Prepare and submit any and all required permit applications.
13. Attend and present project update at one NYRCR Planning Committee update meeting. This meeting is separate from other meetings referenced in this Scope of Work.

B. BIDDING PHASE – After the Town Board adopts a resolution approving the CONSULTANT'S final design, cost and construction time estimates, and directing the CONSULTANT to proceed with the Bidding Phase, the principal services to be performed are as follows:

1. Assist the Town of Oyster Bay during the construction bid process by attending the pre-bid site meeting, responding to bidder questions, distributing documents to prospective bidders by mail or email and maintaining a list of prospective bidders, issuing any necessary addenda, and reviewing bids received to determine technical responsiveness and bidder experience and qualification to perform the work.
2. Recommend to the Town of Oyster Bay, award to the lowest, responsive, responsible bidder and assist the Town of Oyster Bay in the preparation of the Notice of Award.

C. CONSTRUCTION PHASE – This Phase is undertaken only after adoption of a resolution by the Town Board awarding construction contracts and authorizes the CONSULTANT to act on behalf of the TOWN in this Phase. The principal services to be performed are as follows:

1. Conform the required copies of the contract and bid documents to the originals, if so required by the TOWN'S representative.
2. Review the low bidder's submittals of bonds and insurance certificates and assist the Town of Oyster Bay in the preparation of the Notice to Proceed.
3. Conduct the pre-construction meeting and prepare meeting minutes.
4. Review submittals for contract document compliance.
5. As lights may be installed on Town, Village or County roadways, the selected firm will be required to ensure that the awarded Contractor submits and complies with the permitting and maintenance & protection of traffic requirements of these agencies.
6. Answer Requests for Information within 5 business days.
7. Prepare agendas and conduct regular construction progress meetings in accordance with the Town of Oyster Bay's requests. Prepare meeting minutes. Meetings shall be held weekly, biweekly or monthly depending on the duration and complexity of the construction.
8. Conduct regular construction inspections to ensure contract compliance, design intent, quality of workmanship, and material acceptance. The frequency of inspections will be based on the duration and complexity of the construction and the level of construction activity.
9. Review and approve all contractor requests for payment, and submit approved requests to the Town of Oyster Bay. Payment requests shall meet GOSR and CDBG-DR Program requirements for reimbursement.
10. Prepare and issue Field Orders and Change Orders.

11. At Substantial Completion, conduct Substantial Completion Inspection and prepare punchlist of work to be completed
12. At Final Completion, conduct Final Completion Inspection and prepare Certification of Final Completion
13. Collect contract closeout documents from all prime contractors, this includes but is not limited to lien and claim releases from all subcontractors and vendors, Consent of Surety to Final Payment, and equipment warranties, if applicable.
14. Prepare Record (as-built) drawings
15. If applicable, prepare Operation and Maintenance Manual
16. Coordinate project activities with the activities of the Town of Oyster Bay and other parties.
17. Conduct, in company with the TOWN'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the contract documents, approving, in writing, final payments to the contractors, and submit a written report of the completed Project to the TOWN.
18. Inspection during the Guaranty Period and during the term of any Performance or Maintenance Bond relating to the Project and preparation of a written report listing discrepancies between guarantees and performance.

Change Orders shall not be permitted unless specifically requested and approved by the Town of Oyster Bay.

SECTION III

Project Description

The Town of Oyster Bay is proposing to design and construct improvements to roads and drainage infrastructure throughout Massapequa, a hamlet of the Town of Oyster Bay, and the Incorporated Village of Massapequa Park, in an effort to mitigate roadway flooding that occurs during severe storms and extreme tidal events.

Flooding not only prevents safe egress from homes and businesses, but also damages homes, properties, and automobiles. Flooding further creates quality of life issues, including disruption of services such as school bus routes, mail and sanitation services.

Mitigation of these flooding events can be accomplished with techniques such as road raisings, installation of tidal check valves, repair of existing drainage systems, modification to existing drainage systems to increase capacity or elevation, and installation of new drainage infrastructure.

Penalties For Non-Performance

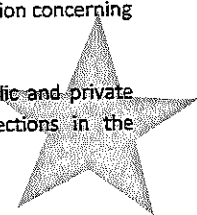
A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the CONSULTANT and approved by the Town and GOSR. If the design tasks are not achieved by the CONSULTANT by the agreed to schedule deadlines, to the acceptance of the Town, payment will be withheld according to the payment schedule included in PAYMENT SCHEDULE.

Section IV

The Town

The TOWN agrees to provide the CONSULTANT, when requested, with complete information concerning the requirements of the project and to perform the following services:

- A. The TOWN shall provide legal access for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform such work and inspections in the development of the project.



- B. The TOWN shall give thorough consideration to all the CONSULTANT'S requests and proposals and shall inform the CONSULTANT of all decisions within a reasonable time.
- C. The TOWN shall hold all required public hearings and serve all required legal notices.
- D. The TOWN shall furnish all the necessary topographical and property line surveys required for design purposes unless the TOWN shall direct the CONSULTANT to obtain or perform such necessary surveys under the Optional Services provisions of the Agreement.
- E. The TOWN shall furnish the CONSULTANT with a copy of the design and construction standards, if any, and the CONSULTANT agrees to consider and incorporate same in his design. However, if the CONSULTANT, in his professional judgment, deems an alternate design to be more desirable, then the same may be incorporated in his design, provided he obtains the prior written approval of the Town Board.

SECTION V

Payments to the Consultant

Payments to the CONSULTANT are contingent upon the TOWN's receipt of CDBG-DR funding to be applied to said payment and shall be made based upon the following schedule:

1. Preliminary Technical Design Report	\$14,690.00
2. Final Technical Design Report	\$11,090.00
3. Topographic Survey and Base Mapping	\$70,620.00
4. Right-Of-Way Mapping	\$32,870.00
5. Coordination with Public Utilities	\$6,050.00
6. Soil Borings and Pavement Cores	\$20,000.00
7. 30% Design Plans	\$46,000.00
8. 60% Design Plans	\$49,640.00
9. 90% Draft Final Design Plans	\$34,920.00
10. 100% Final Design Drawings and Specifications	\$20,780.00
11. Bid Review and Award	\$4,600.00
12. Construction Inspection	\$151,130.00
TOTAL FEE:	\$462,390.00

SECTION VI

Schedule of Payments

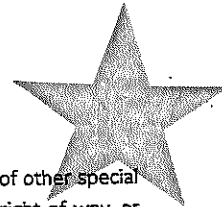
The CONSULTANT agrees to supply with all payment requests:

- A. A Consultant Claim summary report, outlining the status of the project budget, status of project completion, work performed in the claim period, and work anticipated to be performed in the next claim period.
- B. Time sheets for personnel working on the project, which shall be signed by the employee and approved by that employee's supervisor.
- C. Copies of all invoices for approved reimbursable costs, including, but not limited to, sub-contractor costs, sub-consultant costs, and supplies. No sales tax shall be reimbursed to the CONSULTANT. Copies of the Town's Tax-Exempt form can be provided upon request.

SECTION VII

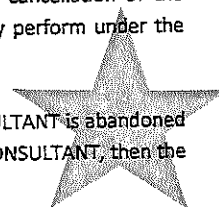
Definitions & Requirements

- A. PROJECT CONSTRUCTION COST shall not include the CONSULTANT'S fee or that of other special consultants whose fee is paid by the TOWN, nor does it include the cost of land, right-of-way, or



compensation for and/or damages to property unless this Agreement so specifies, nor does it include the TOWN'S legal, accounting, bonding or interest charges incurred in connection with the Project. It is further agreed that nothing contained in this definition shall be construed to entitle the CONSULTANT to a fee or additional fee where any of the provisions of this Agreement provide otherwise, such as but not limited to the requirement that the CONSULTANT agrees without additional fee to redesign plans in order to award construction contracts within the authorized amount or where he designs plans for alternate items, the cost of which is not included in his Project construction cost estimate, or is not included in a construction contract under this Agreement.

- B. **WAGE RATE:** The wage rate shall mean the actual hourly rate paid to the employee engaged directly in the project by the CONSULTANT, including, but not limited to principals, engineers, resident representatives, surveyors, designers, draftsmen, specification writers, estimators, and administrative staff. The CONSULTANT further agrees that in the event that an employee provides services to the project for which the time is in excess of a normal 40-hour week, the Town will only reimburse the CONSULTANT for the employee's wage rate without the application of a multiplier.
- C. **CERTIFIED LIST OF PAYROLL COST:** Upon the signing of this Agreement, the CONSULTANT shall file with the Office of the Town Comptroller a certified list of all employees, including partners and principals, who may be engaged in any of the work under this Agreement in which the fee for a said service to be rendered the TOWN under any Phase or Optional Service is to be based on a multiple of payroll factor. Any changes in the said payroll list are to be certified and filed promptly with the Office of the Comptroller. The TOWN reserves the right to audit the CONSULTANT'S payroll records and all other financial records, and the CONSULTANT herein agrees to cooperate with the TOWN and to make said records available, upon reasonable notice of the request of the TOWN or the Town Comptroller.
- D. **REIMBURSABLE SERVICES:** The CONSULTANT shall be reimbursed for the actual cost to the CONSULTANT for any authorized services as approved by the TOWN or the TOWN'S representative, for the following optional services such as, but not limited to:
1. Furnishing of drawings and specifications in addition to those provided for in this Agreement.
 2. Work of special consultants when required by the complex nature of the Project, provided that the special consultant has been authorized by the Town Board as a sub-consultant.
 3. Aerial Photography or photographic reproductions.
 4. Soil Borings and Investigations
- E. **RESIDENT REPRESENTATIVES:** The CONSULTANT shall furnish and direct qualified Resident Representatives, and the cost will be paid for by the TOWN as provided for the schedule of payments to be filed by the CONSULTANT in connection with the services to be rendered under the Optional Services section of this Agreement.
- The program for Resident Representatives is to be submitted by the CONSULTANT for the approval of the Commissioner before such services begin.
- F. **TERMINATION:** Either party may terminate this Agreement hereto by giving a thirty-day (30-day) written notice to the other party of Notice of Cancellation. The CONSULTANT, shall be paid for services actually authorized and performed pursuant to the provisions of this Agreement up to the date of termination, including reimbursements then due unless the cancellation of the Agreement by the TOWN is due to the CONSULTANT'S failure to properly perform under the provisions of this Agreement.
- G. **ABANDONED OR SUSPENDED WORK:** If any work performed by the CONSULTANT is abandoned or suspended, in whole or in part, by the TOWN without any fault of the CONSULTANT, then the



CONSULTANT shall be paid for services which have been performed and approved pursuant to the provisions of this Agreement prior to the TOWN giving written notice to the CONSULTANT of such abandonment or suspension.

- H. COMPLETION OF AUTHORIZED WORK: Any work authorized by the resolution and not completed nor abandoned nor suspended at the end of this contract shall be completed under the terms and conditions of this contract (until the effective date of a new or renewed contract, if any).
- I. UNIT ITEMS OF WORK: Where a contract for construction employs the use of unit items of work, the CONSULTANT'S fee will be adjusted at the completion of work to account for the actual number of units used in the construction of Project and paid by the TOWN.
- J. IT IS UNDERSTOOD AND AGREED that this Agreement may be amended only in writing and that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.
- K. APPROVAL OR AUTHORIZATION: Whenever approval or authorization is required in this contract by the Town Board, such approval or authorization shall be deemed granted only upon the adoption of a resolution by the Town Board approving or authorizing same.

SECTION VIII

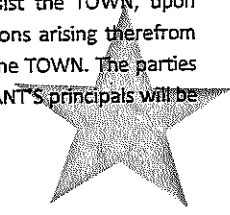
Additional Provisions

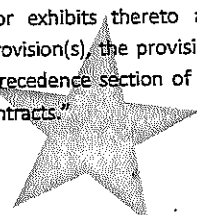
Any of the foregoing provisions to the contrary notwithstanding, the parties hereto agree as follows:

- A. That during the Design Phase, the CONSULTANT shall, in addition to performing the services enumerated in the "Design Phase," without limitation as therein prescribed, design and assume responsibility for the sufficiency and adequacy of the design, plans and specifications and assure the TOWN that the design, plans and specifications will accomplish the purpose intended by the TOWN.

In the event, however, that the CONSULTANT has, because of the existing state of knowledge within the profession, any reservations as to the sufficiency and adequacy of any aspect of the design to accomplish the purpose intended by the TOWN for the Project, he shall submit for review by the Town Board his reservations, in writing, enumerating with specificity, the reservations and the reasons therefor. Upon review of said reservations, the Town Board may at its option either accept the reservation or request the CONSULTANT to redesign without additional cost to the TOWN.

- B. The CONSULTANT agrees, after the construction contract has been awarded, to keep the TOWN informed of any delays in the construction of Project and to notify the Commissioner of the Department of Public Works of the reasons for such delays prior to recommending to the TOWN that an extension of time for completion be granted.
- C. The CONSULTANT agrees, with regard to this Project, generally to assist the TOWN, upon request of the Town Attorney, in preparations associated with legal actions arising therefrom and to testify on behalf of the TOWN should the same be requested by the TOWN. The parties agree, in the event the aforesaid services are required, that the CONSULTANT'S principals will be compensated at the rates specified elsewhere in this Agreement.



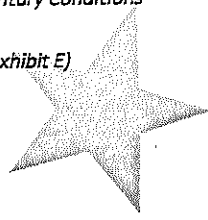
- D. The parties agree that wherever it is provided in the Agreement to which this Rider is attached that the TOWN "approves," or words of like effect, that the approval contemplated by the parties is pro forma approval and that the TOWN does not intend by such approval to assume any of the CONSULTANT'S responsibility with regard to any Phase of the Project.
- E. The CONSULTANT agrees that the services which he may be required to perform under this Agreement can generally be categorized in Phases as follows:
- Design, Bidding and Construction
- F. It is understood and agreed by the CONSULTANT that in no event will the CONSULTANT commence work on any of the above Phases unless and until specifically directed to do so by a separate and distinct resolution by the Town Board.
- G. If, in the opinion of the CONSULTANT, any additions or changes of plans recommended or directed by the TOWN will increase the cost of the work beyond the amount agreed to by the TOWN after acceptance of the Preliminary Phase, then and in that event, the CONSULTANT shall not incorporate said changes in his design unless specifically authorized and directed to do so by resolution of the Town Board.
- H. The CONSULTANT agrees prior to commencing on the Bidding Phase of any contract to submit, in writing, to the Town Board for approval of the CONSULTANT'S final Project cost estimate.
- I. It is hereby agreed by and between the parties hereto that if the CONSULTANT'S final Project cost estimate or the bid price exceed the amount appropriated therefor as herein above specified in Paragraph "L," of Section I, then and in that event the TOWN reserves the right to direct the CONSULTANT to redesign the Project so that the Project will not exceed the aforesaid amount and the CONSULTANT agrees, if so directed, to redesign and he will do so at no additional cost to the TOWN.
- J. The parties hereto agree that the TOWN may, if it decides to undertake the Construction Phase of this Project regardless of anything to the contrary therefore set forth in this Agreement, at its sole option and discretion, perform said Phase using TOWN personnel and/or any other consultants and is not constrained to use the services of the other party to this Agreement beyond the Bid Phase. In the event, however, that the TOWN directs the CONSULTANT to perform these services, it is agreed that the fee for such services shall be set forth in Section V, "Payment," of this Agreement.
- K. "All attachments and exhibits to this Contract are hereby incorporated by reference into the Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in the Order of Precedence section of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts."
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APPENDIX A

Governor's Office of Storm Recovery-

Supplementary Conditions

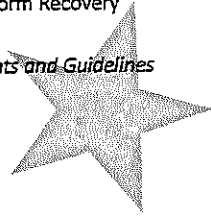
(Exhibit E)



APPENDIX B

Governor's Office of Storm Recovery

Environmental Requirements and Guidelines



Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 6, 2018


TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES CONTRACT
FLOOD DIVERSION AND CONTROL PROJECTS FOR
MASSAPEQUA AND MASSAPEQUA PARK
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM
CONTRACT NO. H18-171
SUPPLEMENTAL MEMO TO FOLLOW

The Division of Engineering is in the process of receiving proposals for the above-referenced contract. A formal recommendation of award will be provided by supplemental memorandum docket.

It is hereby requested that a space be reserved at the Town Board meeting of April 24, 2018 for the Town Board to take action to award Engineering Services for Flood Diversion and Control Projects for Massapequa and Massapequa Park, Contract No. H18-171.


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


RWL/JCT/MR/lk

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Colin Bell, Deputy Commissioner/IGA
Kathy Stefanich, DPW/Administration

H18-171 DOCKET AWARD RESERVE