

John Canino
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of June 15, 2021

RESOLUTION P-10-2021

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

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

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

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

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

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

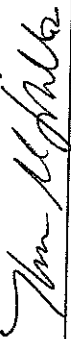
Meeting of June 15, 2021

Resolution No. TF-8-2021

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
014-21	PKS	\$ 5,000.00	PKS A 7110 46300 000 0000
		\$ 5,000.00	TO PKS A 7110 41600 000 0000
		\$ 3,000.00	FROM PKS SP 7110 46300 000 0000
		\$ 3,000.00	TO PKS SP 7110 41600 000 0000
		\$ 2,000.00	FROM PKS SP 7110 41900 000 0000
		\$ 2,000.00	TO PKS SP 7110 41600 000 0000
		\$ 1,000.00	FROM PKS SP 7110 44900 000 0000
		\$ 1,000.00	TO PKS SP 7110 41600 000 0000
		\$ 1,000.00	FROM PKS SP01 7180 44200 000 0000
		\$ 1,000.00	TO PKS SP01 7180 41600 000 0000
		\$ 2,000.00	FROM PKS SP01 7180 46300 000 0000
		\$ 2,000.00	TO PKS SP01 7180 41600 000 0000
		\$ 1,000.00	FROM PKS SP09 7180 44200 000 0000
		\$ 1,000.00	TO PKS SP09 7180 41600 000 0000
		\$ 1,000.00	FROM PKS SP09 7180 46310 000 0000
		\$ 1,000.00	TO PKS SP09 7180 41600 000 0000
		\$ 800.00	FROM PKS SP11 7180 44200 000 0000
		\$ 800.00	TO PKS SP11 7180 41600 000 0000
		\$ 800.00	FROM PKS SP11 7180 46310 000 0000
		\$ 800.00	TO PKS SP11 7180 41600 000 0000

Reviewed By
Office of Town Attorney



Resolution No. TF-8-2021

015-21	IGA	\$ 18,000.00	FROM IGA CD 6293 47850 000 CW20
		\$ 18,000.00	TO IGA CD 6293 41330 000 CW20
		\$ 6,900.00	FROM IGA CD 6293 47850 000 CW20
		\$ 6,900.00	TO IGA CD 6293 48240 000 CW20
		\$ 3,000.00	FROM IGA CD 6293 48100 770 CW20
		\$ 3,000.00	TO IGA CD 6293 43000 000 CW20
016-21	CYS	\$ 60,000.00	FROM CYS A 7020 47660 000 0000
		\$ 60,000.00	TO CYS A 7020 45100 000 0000
		\$ 425.00	FROM CYS A 7020 41810 000 0000
		\$ 425.00	TO CYS A 7020 21000 000 0000
		\$ 353.00	FROM CYS A 7020 41810 000 0000
		\$ 353.00	TO CYS A 7020 23000 000 0000
017-21	HWY	\$ 20,000.00	FROM HWY DB 5110 12000 000 0000
		\$ 20,000.00	TO HWY DB 5110 46650 000 0000
018-21	HWY	\$ 4,000.00	FROM HWY DB 5110 25000 000 0000
		\$ 4,000.00	TO HWY DB 5110 41600 000 0000
		\$ 2,000.00	FROM HWY DB 5110 45100 000 0000
		\$ 2,000.00	TO HWY DB 5110 41600 000 0000
019-21	PAD	\$ 14,200.00	FROM PAD B 3620 13000 000 0000
		\$ 14,200.00	TO PAD B 8020 448000 000 0000

Resolution No. TF-8-2021

020-21 DER \$ 71,400.00

FROM
DER SR05 8160 46530 000 0000

\$ 71,400.00

TO
DER SR05 8160 47690 000 0000

021-21 DGS \$ 20,000.00

FROM
DGS A 1620 41600 000 0000

\$ 20,000.00

TO
DGS A 1620 25000 000 0000

-#-

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: May 13, 2021

SUBJECT: 2021 Transfer of Funds

Town Board authorization is hereby requesting that the Comptroller transfer the following:

FROM:

PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$5,000.00
PKS-SP-7110-46300-000-0000	Building, Property Maintenance	\$3,000.00
PKS-SP-7110-41900-000-0000	Ground Supplies	\$2,000.00
PKS-SP-7110-44900-000-0000	Other Contract	\$1,000.00
PKS-SP01-7180-44200-000-0000	Photo Processing Fees	\$1,000.00
PKS-SP01-7180-46300-000-0000	Building, Property Maintenance	\$2,000.00
PKS-SP09-7180-44200-000-0000	Photo Processing Fees	\$1,000.00
PKS-SP09-7180-46310-000-0000	Pool Start-up and Shut Down	\$1,000.00
PKS-SP11-7180-44200-000-0000	Photo Processing Fees	\$800.00
PKS-SP11-7180-46310-000-0000	Pool Start-up and Shut Down	\$800.00



TO:

PKS-A-7110-41600-000-0000	Materials & Supplies	\$5,000.00
PKS-SP-7110-41600-000-0000	Materials & Supplies	\$6,000.00
PKS-SP01-7180-41600-000-0000	Materials & Supplies	\$3,000.00
PKS-SP09-7180-41600-000-0000	Materials & Supplies	\$2,000.00
PKS-SP11-7180-41600-000-0000	Materials & Supplies	\$1,600.00

This transfer request is to provide funds necessary for Chlorine at all Town Of Oyster Bay pools.


Joseph G. Pinto
Commissioner

JGP:dim

TOWN OF OYSTER BAY
Inter-Departmental Memo

May 12, 2021

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

SUBJECT: TRANSFER OF FUNDS

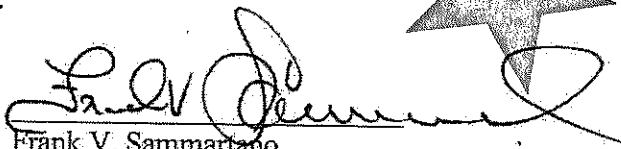
AMOUNT: \$ 27,900.00

FROM:	IGA CD 6293 47850 000 CW20 (Contracts Other Government)	\$ 18,000.00
TO:	IGA CD 6293 41330 000 CW20 (Postage)	\$ 18,000.00
FROM:	IGA CD 6293 47850 000 CW20 (Contracts Other Government)	\$ 6,900.00
TO:	IGA CD 6293 48240 000 CW20 (Publicity)	\$ 6,900.00
FROM:	IGA CD 6293 48100 770 CW20 (Trade Adjustment Assistance Program Training)	\$ 3,000.00
TO:	IGA CD 6293 43000 000 CW20 (Unallocated Insurance)	\$ 3,000.00

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

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

Thank you for your attention to this matter.


 Frank V. Sammartano
 Commissioner

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

May 20, 2021

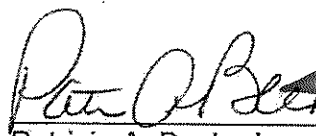
TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Transfer of Funds

The Department of Community and Youth Services requests Town Board authorization to transfer the following funds:

From:	CYS A 7020 47660 000 0000	Special Events	\$ 60,000.00
	CYS A 7020 41810 000 0000	Pre-School Supplies	\$ 778.00
To:	CYS A 7020 45100 000 0000	Equipment Rental	\$ 60,000.00
	CYS A 7020 21000 000 0000	Office Furniture	\$ 425.00
	CYS A 7020 23000 000 0000	Other Equipment	\$ 353.00

The transfer will accommodate the purchase of two storage units and a Cricut Maker machine for the Syosset Pre-School. The transfer will also be used to rent equipment for the 2021 Music Under the Stars Drive-in Concerts & Movies by Moonlight.

MAUREEN A. FITZGERALD
COMMISSIONER


Patricia A. Beckerle
Deputy Commissioner

MAF:PAB:iw

TOWN OF OYSTER BAY

INTER – DEPARTMENTAL MEMO

Date: MAY 28, 2021
To: MEMORANDUM DOCKET
From: RALPH J. RAYMOND - DEPUTY COMMISSIONER GENERAL SERVICES
Subject: OPERATING ACCOUNTS – TRANSFER OF FUNDS

The following transfer is respectfully requested:

FROM: DGS A 1620 41600 000 0000 MATERIALS & SUPPLIES \$20,000.00

TOTAL \$20,000.00

TO: DGS A 1620 25000 000 0000 GENERAL EQUIPMENT \$20,000.00

TOTAL \$20,000.00

JUSTIFICATION: TRANSFER NEEDED TO COVER PURCHASES FOR EQUIPMENT
THAT REQUIRE ASSET TAGS

Town Board approval is respectfully requested.



Ralph J. Raymond
Deputy Commissioner of General Services



RJR/nl

cc: Town Attorney +9 Copies

TOWN OF OYSTER BAY
Inter-Departmental Memo

5/17/2021

TO: MEMORANDUM DOCKET

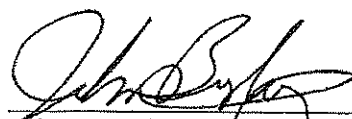
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: TRANSFER OF FUNDS 2021

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 12000 000 0000	SALARIES PART TIME	\$20,000.00
<u>To:</u> HWY DB 5110 46650 000 0000	SECURE UNSAFE PROPERTIES	\$20,000.00

This transfer is necessary to provide funds to secure and/or remove dangerous and abandoned houses. Additional costs include the extermination of rodents and the removal of oil tanks when needed.



John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

C: Comptroller's Office
Richard Lenz, P.E., Commissioner of DPW/Highway

TOWN OF OYSTER BAY
Inter-Departmental Memo

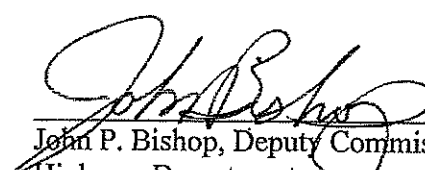
5/19/2021

TO: MEMORANDUM DOCKET**FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT****SUBJECT: TRANSFER OF FUNDS 2021**

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 25000 000 0000	GENERAL EQUIPMENT	\$4,000.00
HWY DB 5110 45100 000 0000	EQUIPMENT RENTAL	\$2,000.00
 <u>To:</u> HWY DB 5110 41600 000 0000	 MATERIALS AND SUPPLIES	 \$6,000.00

This transfer is necessary to provide additional funds needed for material and supplies.



John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

C: Comptroller's Office
Richard Lenz, P.E., Commissioner of DPW/Highway

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

To: MEMORANDUM DOCKET

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

Date: MAY 27, 2021

Subject: TRANSFER OF FUNDS

Kindly arrange for a transfer of funds as requested from the 2021 budget as follows:

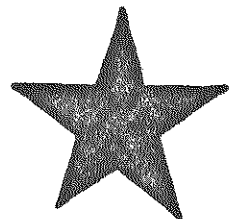
From:	PAD B 3620 13000 000 0000-----	\$14,200.00
	SALARIES OVERTIME	
To:	PAD B 8020 44800 000 0000-----	\$14,200.00
	PROFESSIONAL SERVICES	

This transfer is necessary in order to pay claims related to planning study.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM/dm

C: Legislative Affairs



Town of Oyster Bay

Inter-Departmental Memo

TO: Memorandum Docket

FROM: George Baptista, Jr., Deputy Commissioner
Department of Environmental Resources

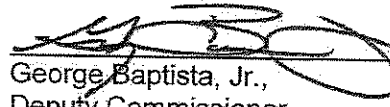
DATE: May 26, 2021

SUBJECT: Transfer of Funds

Town Board authorization is requested to transfer the following funds from the 2021 Budget:

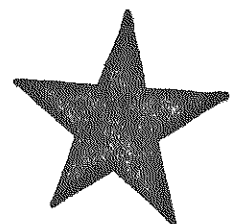
<u>Account No.</u>	<u>Object Description:</u>	<u>Amount:</u>
From: DER SR05 8160 46530 000 0000	Sanitation Transport	\$71,400.00
To: DER SR05 8160 47690 000 0000	STOP Program	\$71,400.00

This transfer is necessary to cover the cost of the STOP Program through October, 2021.


George Baptista, Jr.,
Deputy Commissioner
Department of Environmental Resources

GB/lc

cc: Town Attorney
Steven Ballas, Comptroller



Meeting of June 15, 2021

Resolution No. 304-2021

WHEREAS, Kim Pellizzi has requested to donate a memorial plaque and tree to be placed in Marjorie R. Post Community Park, Massapequa, in memory of Frank and Frankie Orsini; and

WHEREAS, the value of the plaque and tree is estimated to be \$350.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 3, 2021, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$350.00 from Kim Pellizzi for the purchase of a plaque and tree to be placed in Marjorie R. Post Community Park, Massapequa, in memory of Frank and Frankie Orsini.

-#-

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

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

Reviewed By
Office of Town Attorney



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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

SUBJECT: Memorial Plaque and Tree

DATE: May 3, 2021

The Department of Parks has received a request from Kim Pellizzi (letter attached) requesting to donate a memorial plaque and a tree to be placed in Marjorie R. Post Community Park in memory of Frank and Frankie Orsini.

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

The plaque and tree will be purchased by Kim Pellizzi and donated to the Parks Department. The value of the plaque is estimated to be \$350.00 and the tree will be purchased separately by Kim Pellizzi. Town Board approval is requested on behalf of Kim Pellizzi. The monies will be collected in account PKS A 0001 02705 000 0000.



Joseph G. Pinto
COMMISSIONER OF PARKS



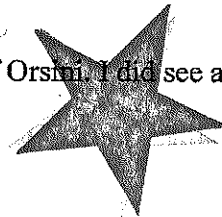
JGP/dc

Diann Codispodo

From: Kim Pellizzi <[REDACTED]>
Sent: Tuesday, April 27, 2021 4:38 PM
To: Diann Codispodo
Subject: Memorial plaque

Hi Diann,
My name is Kim Pellizzi
I would like to donate a tree and plaque at Marjorie Post Park in memory of my family.
The Orsini Family

I was also wondering if they would be able to put an emblem like a butterfly on either side of Orsini. I did see a plaque with ribbons on a plaque at Marjorie Post.
Something like this:



ORSORINI

FAMILY OF ANGELS

ALTHOUGH WE ARE APART
YOU LIVE IN OUR HEARTS
LOVE ALWAYS AND FOREVER

Thanking you in advance,
Kim

Meeting of June 15, 2021

Resolution No. 305-2021

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 10, 2021, requested Town Board authorization for the Town of Oyster Bay to accept the donation of a Spruce tree in Thomas Park, Locust Valley, valued at approximately \$400.00, from Matinecock Neighborhood Association, P.O. Box 328, Locust Valley, New York, which would benefit the Town as planting trees is a vital component to ensuring the health and well-being of our residents as well as the beautification of the community,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Parks to accept the above stated donation of a Spruce tree to be planted in Thomas Park, Locust Valley.

#

7/15/21
Reviewed By
Office of Town Attorney
[Signature]

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

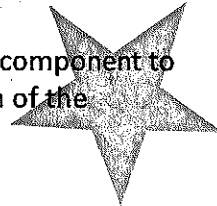
DATE: MAY 10, 2021

SUBJECT: MATINECOCK NEIGHBORHOOD ASSOCIATION

Please see the attached letter on behalf of Kaye Weninger, President of the Matinecock Neighborhood Association requesting to donate a Spruce tree to be planted in Thomas Park, Locust Valley.

The Matinecock Neighborhood Association will purchase the Spruce tree(\$400.00) which will then be donated to the Town of Oyster Bay Parks Department.

The importance of planting trees throughout the Town of Oyster Bay is a vital component to ensure the health and well-being of our residents, as well as the beautification of the community.



Town Board authorization is respectfully requested.



JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

JGP/km
Att.

MATINECOCK NEIGHBORHOOD ASSOCIATION

Locust Valley's oldest Civic Organization - Est. 1908

PO Box 328

Locust Valley, New York 11560

May 7, 2021

Michelle Johnson, Councilwoman
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

Dear Councilwoman Johnson and Town of Oyster Bay,

Thank you for again for the lovely trees that TOB planted in Thomas Park in Locust Valley. They are a lovely addition to our park as we have lost a few of the past year because of storms. It is important we keep planting trees and keep our community healthy and strong.

On behalf of the Matinecock Neighborhood Association we would like to donate the beautiful Spruce tree in hopes of it being planted in our town park. Over the past 40plus years the MNA has held the Village Tree Lighting in Locust Valley and this year voted to purchase (\$400) Spruce Tree for the lighting with the thought of having it planted in our community. The tree was lovely and will be a wonderful addition to our town park. This will be a nice holiday tree that we can plant in the park and bring the joy to the holiday season.

Please accept this lovely tree as a donation to the TOB from our organization. Thank you and again we are sincerely grateful for all your support in the projects we do for our community. Please give me a call if you have any questions. Better together!



Best,

Kaye Weninger

Kaye Weninger
MNA President
516.637.8496

Meeting of June 15, 2021

Resolution No. 306-2021

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 4, 2021, recommended that the Town Board authorize a refund in the amount of \$400.00 be paid to Jeffrey Lasher, 1277 East 14th Street, Apartment 804A, Brooklyn, New York 11230, for payment made for a Non-Resident 2021 Town of Oyster Bay Golf Course Membership that he will not be able to utilize,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Department of Parks is hereby authorized to issue a refund in the amount \$400.00 to Jeffrey Lasher, from Account No. PKS A 0001 02025 523 0000 and payment of said refund is to be made by the Comptroller, upon presentation of a duly certified claim, after audit.

-#-

Reviewed By
Office of Town Attorney
[Signature]

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: May 4, 2021

SUBJECT: Jeffrey Lasher – Refund Request for Non-Resident TOB 2021 Golf Course Membership

The Department of Parks respectfully requests Town Board approval for a refund in the amount of Four Hundred and 00/100 Dollars (\$400.00) to Jeffrey Lasher for payment of a Non-Resident 2021 Town of Oyster Bay Golf Course Membership that he unfortunately won't be able to use.

Please make the check payable to Jeffrey Lasher and mail it to the following address:

Jeffrey Lasher
1277 East 14th Street
Apt 804A
Brooklyn, NY 11230

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

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

Thank you,


Joseph G. Pinto
COMMISSIONER OF PARKS



JGP/sc

Sarah Cimino

From: Gino Lunghi
Sent: Monday, April 26, 2021 12:20 PM
To: Sarah Cimino
Subject: FW: Oyster Bay Golf Course Membership

From: Joseph Pinto <jpinto@oysterbay-ny.gov>
Sent: Monday, April 26, 2021 12:19 PM
To: Gino Lunghi <glunghi@oysterbay-ny.gov>
Cc: Greg Skupinsky <gskupinsky@oysterbay-ny.gov>; Frank Gatto <fgatto@oysterbay-ny.gov>; Steven C. Ballas <sballas@oysterbay-ny.gov>
Subject: FW: Oyster Bay Golf Course Membership

This is approved for a refund. Please contact this person and prepare the necessary docket as this will need board approval since it is over \$250.00

Joe

From: Anthony Curcio <tonvcurcio@optonline.net>
Sent: Monday, April 26, 2021 12:17 PM
To: Joseph Pinto <jpinto@oysterbay-ny.gov>
Subject: Re: Oyster Bay Golf Course Membership

Yes I spoke to him this morning .

Sent from my iPhone

On Apr 26, 2021, at 12:15 PM, Joseph Pinto <jpinto@oysterbay-ny.gov> wrote:

Tony,

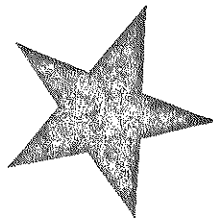
You ok with this???

Joe

From: Jeffrey Lasher <jeffreylasher@gmail.com>
Sent: Monday, April 26, 2021 12:12 PM
To: Joseph Pinto <jpinto@oysterbay-ny.gov>
Subject: Oyster Bay Golf Course Membership

Commissioner: Mr. Joseph Pinto,

On Saturday, April 24th at approximately 10:00 am, I registered as a member of the Town of Oyster Bay Golf Course. I registered using my visa credit card ending in 3040, and paid the non-resident fee of: \$ 400.00.

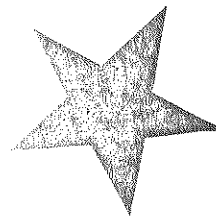


GolfTrac LIVE
Cash Journal Report

Page: 1 of 3

PKS211179

Date	Time	Rept #	Drwr	Mod	D/C	Type	User	House/Other	Payment Reference	Amount
04/24/2021	6:39am	93309	1	PSS	C	2	BWALKER	SHAPIRO, GARY		35.00
04/24/2021	6:54am	93310	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		108.00
04/24/2021	6:57am	93312	1	PSS	C	2	BWALKER	Murphy, John		44.00
04/24/2021	6:59am	93313	1	PSS	C	3	BWALKER	Rosenberg, Clifford		35.00
04/24/2021	7:00am	93314	1	PSS	C	2	BWALKER	Rosenberg, Clifford		35.00
04/24/2021	7:03am	93315	1	PSS	C	2	BWALKER	STAVOLA, MICHAEL		109.00
04/24/2021	7:05am	93317	1	PSS	C	2	BWALKER	MARZELLA, SAVERIO		35.00
04/24/2021	7:07am	93318	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		18.00
04/24/2021	7:09am	93319	1	PSS	C	3	BWALKER	Maley, Francis		44.00
04/24/2021	7:11am	93322	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		72.00
04/24/2021	7:13am	93324	1	PSS	C	3	BWALKER	Ehrlich, Jeffrey		35.00
04/24/2021	7:13am	93320	3	GR	C	3	WWW	Daly, Mike		5.00
04/24/2021	7:14am	93328	1	PSS	C	3	BWALKER	Ehrlich, Jeffrey		100.00
04/24/2021	7:17am	93336	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		74.00
04/24/2021	7:19am	93337	1	PSS	C	3	BWALKER	Ehrlich, Jeffrey		35.00
04/24/2021	7:25am	93338	1	PSS	C	2	BWALKER	Shanik, Michael		35.00
04/24/2021	7:28am	93339	1	PSS	C	3	BWALKER	Cole, Marc		35.00
04/24/2021	7:31am	93341	1	PSS	C	2	BWALKER	INNAMORATO, CHARLES		135.00
04/24/2021	7:37am	93343	1	PSS	C	3	BWALKER	INNAMORATO, CHARLES		45.00
04/24/2021	7:42am	93345	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		18.00
04/24/2021	7:45am	93346	1	PSS	C	3	BWALKER	Balachandar, Vis		70.00
04/24/2021	7:46am	93347	1	PM	C	3	BWALKER	Balachandar, Vis		150.00
04/24/2021	7:48am	93348	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		18.00
04/24/2021	7:50am	93349	1	PSS	C	3	BWALKER	Pang, William		65.00
04/24/2021	7:52am	93350	1	PSS	C	3	BWALKER	song, chang min		45.00
04/24/2021	7:55am	93352	1	PSS	C	3	BWALKER	Warren, David		35.00
04/24/2021	7:56am	93353	1	PSS	C	3	BWALKER	SANTORO, RICHARD		50.00
04/24/2021	7:58am	93354	1	PSS	C	3	BWALKER	SANTORO, RICHARD		65.00
04/24/2021	8:01am	93357	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		18.00
04/24/2021	8:03am	93358	1	PSS	C	3	BWALKER	ISRAEL, ROBERT		140.00
04/24/2021	8:04am	93361	1	PSS	C	3	BWALKER	Delman, Alan		45.00
04/24/2021	8:12am	93365	1	PSS	C	3	BWALKER	KARO, ALBERT		50.00
04/24/2021	8:13am	93367	1	PSS	C	3	BWALKER	KARO, ALBERT		50.00
04/24/2021	8:20am	93368	1	PSS	C	2	BWALKER	WEISSMAN, GARY		140.00
04/24/2021	8:22am	93373	1	PSS	C	3	BWALKER	Marchioli, William		50.00
04/24/2021	8:23am	93374	1	PSS	C	3	BWALKER	Marchioli, William		110.00
04/24/2021	8:25am	93375	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		35.00
04/24/2021	8:27am	93376	1	PSS	C	2	BWALKER	Marchioli, William		44.00
04/24/2021	8:36am	93380	1	PSS	C	3	BWALKER	Goodman, Marshall		220.00
04/24/2021	8:41am	93382	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		65.00
04/24/2021	8:42am	93383	1	PSS	C	3	BWALKER	DeBenedetto, Kevin		190.00
04/24/2021	8:50am	93384	1	PSS	C	3	BWALKER	Wong, Kwan		80.00
04/24/2021	8:56am	93386	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		100.00
04/24/2021	9:00am	93390	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		50.00
04/24/2021	9:03am	93391	1	PSS	C	2	BWALKER	Town of Oyster Bay Parks Departme		50.00
04/24/2021	9:07am	93393	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		65.00
04/24/2021	9:12am	93397	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		65.00
04/24/2021	9:14am	93398	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		65.00
04/24/2021	9:15am	93399	1	PSS	C	2	BWALKER	Town of Oyster Bay Parks Departme		50.00
04/24/2021	9:17am	93402	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		35.00
04/24/2021	9:22am	93403	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		45.00
04/24/2021	9:24am	93405	1	PSS	C	2	BWALKER	Town of Oyster Bay Parks Departme		50.00
04/24/2021	9:25am	93406	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		50.00
04/24/2021	9:26am	93407	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		35.00
04/24/2021	9:28am	93408	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		50.00
04/24/2021	9:29am	93409	1	PSS	C	3	BWALKER	Fennell, James		165.00
04/24/2021	9:30am	93410	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		50.00
04/24/2021	9:31am	93411	1	PSS	C	2	BWALKER	Town of Oyster Bay Parks Departme		50.00
04/24/2021	9:33am	93404	3	GR	C	3	WWW	KELLEY, KEVIN		10.00
04/24/2021	9:36am	93412	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		65.00
04/24/2021	9:37am	93413	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		35.00
04/24/2021	9:43am	93414	1	PM	C	3	BWALKER	Lasher, Jeffrey		400.00
04/24/2021	9:45am	93417	1	PSS	C	3	BWALKER	Town of Oyster Bay Parks Departme		50.00
04/24/2021	9:47am	93419	1	PSS	C	2	BWALKER	Town of Oyster Bay Parks Departme		70.00



PKS 211179




My Business

Helpdesk

Daily Financials

Daily Financials for GOLF COURSE ADMISSIONS for 4/25/2021

Totals by Card Type

Card Type	Total	Transactions
	\$1,925.00	28
VISA	\$6,281.00	72
	\$450.00	4
	\$215.00	2
Totals	\$8,871.00	106

Monetary Batches and Transactions

Export Search								
Item No.	Amount	Trans Type	Trans Date	Card	Cardholder	POS Entry Mode	Authorization Code	Invoice Number
Batch Reference Number 00038 on 4/25/2021								
1	\$150.00	SALE	4/24/2021	Discover		Chip card read (track data reliable)	02437B	
2	\$65.00	SALE	4/24/2021	Discover		Chip card read (track data reliable)	02404B	
3	\$65.00	SALE	4/24/2021	Amex		Chip card read (track data reliable)	801986	
4	\$65.00	SALE	4/24/2021	Amex		Chip card read (track data reliable)	874972	
5	\$120.00	SALE	4/24/2021	Amex		Chip card read (track data reliable)	884241	
6	\$200.00	SALE	4/24/2021	Amex		Chip card read (track data reliable)	862765	
7	\$72.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	00490E	
8	\$197.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	012159	
9	\$220.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	073624	
10	\$120.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	08928Z	
11	\$45.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	026672	
12	\$23.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	11778Z	
13	\$35.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	21321Z	
14	\$89.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	74669W	
15	\$50.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	27458Z	
16	\$74.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	91450Z	
17	\$18.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	36246W	
18	\$5.00	SALE	4/24/2021	Mastercard		Manual (key entry)	46562Z	
19	\$100.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	58989Z	
20	\$35.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	35460Z	
21	\$18.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	21351Z	
22	\$50.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	63276Z	
23	\$35.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	01280T	
24	\$108.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	62669Z	
25	\$46.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	74298Z	
26	\$18.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	25554Z	
27	\$70.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	01511Z	
28	\$80.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	80707S	
29	\$65.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	09062Z	
30	\$35.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	60424Z	
31	\$167.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	05652G	
32	\$35.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	46221E	
33	\$65.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	732660	
34	\$50.00	SALE	4/24/2021	Mastercard		Chip card read (track data reliable)	06625Z	
35	\$35.00	SALE	4/24/2021	Visa		Chip card read (track data reliable)	024580	
36	\$150.00	SALE	4/24/2021	Visa		Chip card read (track data reliable)	024425	
	\$8,871.00	Grand Total						
	\$8,871.00	Printed Total						

4/28/2021

Financials

PKS 211179

	My Business	Helpdesk					
37	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	014242	
38	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	091016	
39	\$36.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	011516	
40	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	035215	
41	\$70.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	034419	
42	\$45.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	17125D	
43	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	39647D	
44	\$140.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	15844D	
45	\$180.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	32048D	
46	\$35.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	48809D	
47	\$65.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	77521G	
48	\$50.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	052108	
49	\$50.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	012509	
50	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	04104D	
51	\$35.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	06430D	
52	\$110.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	00461D	
53	\$50.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	02675D	
54	\$50.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	03275D	
55	\$200.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	01648G	
56	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	04011C	
57	\$10.00	SALE	4/24/2021	Visa	Manual (key entry)	09407C	
58	\$35.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	09247C	
59	\$23.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	06235I	
60	\$35.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	09975D	
61	\$210.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	02668I	
62	\$50.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	08779C	
63	\$44.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	07317C	
64	\$200.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	04755D	
65	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	01763C	
66	\$230.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	01020D	
67	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	09522C	
68	\$400.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	00487C	
69	\$140.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	09062I	
70	\$5.00	SALE	4/24/2021	Visa	Manual (key entry)	00428I	
71	\$92.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	00969D	
72	\$35.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	00967C	
73	\$100.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	05468C	
74	\$35.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	06624D	
75	\$70.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	09364D	
76	\$50.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	09556I	
77	\$45.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	06513D	
78	\$50.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	00835C	
79	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	01215D	
80	\$170.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	00150D	
81	\$400.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	05040D	
82	\$18.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	166386	
83	\$35.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	014212	
84	\$74.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	02383I	
85	\$100.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	041407	
86	\$65.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	025807	
87	\$50.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	070009	
88	\$230.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	04551C	
89	\$200.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	00391B	
90	\$45.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	01272C	
91	\$200.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	03583D	
92	\$100.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	01045D	
93	\$140.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	03618B	
94	\$50.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	02491D	
95	\$35.00	SALE	4/24/2021	Visa	Chip card read (track data reliable)	02247C	
	\$8,871.00	Grand Total					
	\$8,871.00	Printed Total					

Meeting of June 15, 2021

Resolution No. 307-2021

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Highways, by memorandum dated May 6, 2021, recommended that the Town Board authorize payment of a refund in the amount of \$3,200.00 to 3B Development Corp., for fee paid for the issuance of permits for work within the Town Right-Of-Way, for permanent test wells,

WHEREAS, of the eight (8) monitoring well locations, the three (3) contingency locations resulted in the need to utilize only one location. Therefore, a refund for the two (2) permit locations that were not required is requested to be refunded (\$1,600.00 per permit),

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund in the amount of \$3,200.00, to 3B Development Corp., 375 North Broadway, Jericho, New York 11753, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. TWN TA 0000-00030-412-0000.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMORANDUM

May 6, 2021

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

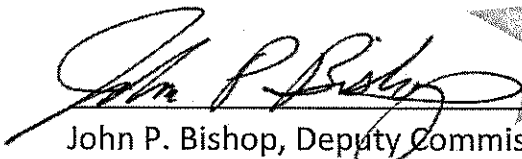
SUBJECT: REFUND TO 3B DEVELOPMENT CORP

Town Board approval is respectfully requested for a permit refund in the amount of \$3,200.00 from 3B Development Corp. located at 375 North Broadway, Jericho, NY 11753.

As stated in the attached request letter, 3B Development Corp. obtained permits for work within the Town Right-Of-Way for permanent test wells.

Of the eight (8) monitoring well locations, the three (3) contingency locations resulted in the need to utilize only one (1). Therefore, a refund for the two (2) permit locations that were not required (the amount of \$1,600.00 per permit for a total of \$3,200.00 for two (2) permits) is requested to be refunded.

In view of the above, it is recommended that this refund be approved in the amount of \$3,200.00 to 3B Development Corp. Account to be debited is TWN TA 0000-00030-413-0000.


John P. Bishop, Deputy Commissioner
Highway Department

JPB/jb
Attachment

cc: Town Attorney
Steven C. Ballas, Comptroller
Rubina Usman, Highway Permits
Grace SantaMaria, Highway Administration

3B DEVELOPMENT CORP.

375 North Broadway
Jericho, NY 11753

May 3, 2021

Mr. John Bishop, Commissioner
Town of Oyster Bay Department of Public Works
150 Miller Place
Syosset, New York 11791

Subject: Refund of Permit Fees for Contingent (Uninstalled) Monitoring Wells,
Former United Stellar Industries Site

Dear Mr. Bishop,

The Town of Oyster Bay (TOB) issued final Permits (i.e., Permit for Work on Town Right-of-Way; Agreement for Permanent Test Well) on September 1, 2020 for installation of eight (8) monitoring wells in connection with investigative work associated with the former United Stellar Industries Site, located at 131 Sunnyside Boulevard in Plainview, New York. The work was managed on behalf of 131 Sunnyside Boulevard LLC (Owner) by their Construction Manager, 3B Development Corporation, who was the Permit Applicant as the agent for the Owner.

Of the eight (8) monitoring well locations, five (5) were pre-determined monitoring well installation locations and three (3) were contingency locations based on the findings of the first five (5) locations. The investigation program resulted in drilling activities at only one (1) of the three (3) contingency locations. Thus, the purpose of this letter is to request a refund in the amount of \$3,200 (i.e., \$1,600 per location) for the two (2) permits that were not required.

Specifically, monitoring wells were installed at the following locations:

- 39 Netto Lane
- 26 Whitlock Street
- 41 Sagamore Street
- 2 Beth Lane
- 25 Wilben Lane
- Beaumont Drive (at intersection of Netto Lane)



Monitoring wells were not installed at:

- 20 Library Lane
- 7 Netto Lane

Site location maps showing the planned locations for these contingency monitoring wells are attached. In addition, copies of the cancelled checks are attached to this letter. The address for which each check was cut is noted adjacent to the signature line. However, please note that modifications were made to some of the drilling locations (at the request of TOB) between the time of submitting the Applications/checks and issuance of final Permits. The address that is noted adjacent to the signature line for locations that ended up being modified can be cross referenced as follows:

10 Montclair Road Payment for 25 Wilben Lane Location

19 Netto Lane Payment for 7 Netto Lane Location

In addition, checks for the road opening permits were mistakenly made out for \$200 each instead of \$100 each, which resulted in TOB having to return four (4) of the \$200 checks to refund the overpayment. The checks that were returned (i.e., not cashed) by TOB were as follows:

- 10 Montclair Road (i.e., 25 Wilben Lane)
- 19 Netto Lane (i.e., 7 Netto Lane)
- 26 Whitlock Street
- 39 Netto Lane

The bottom line is that payments were made in the amount of \$12,800 (\$1,600 per well times 8), and the correct payment based on actual wells installed should be \$9,600 (\$1,600 per well times 6). Therefore, a refund of \$3,200 is due to 3B Development Corporation. My suggestion for the most straightforward way to issue a refund is as follows:

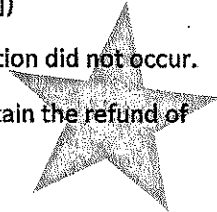
Refund \$200 for Check # 2902 (2 Library Lane)

Refund \$1,500 for Check # 2903 (2 Library Lane)

Refund \$1,500 for Check # 2899 (19 Netto Lane [payment for 7 Netto Lane location])

All those payments were made for locations where drilling/monitoring well installation did not occur.

We trust that this letter and attachments provide all the information needed to obtain the refund of \$3,200 described in this letter. Please let me know if you have any questions.



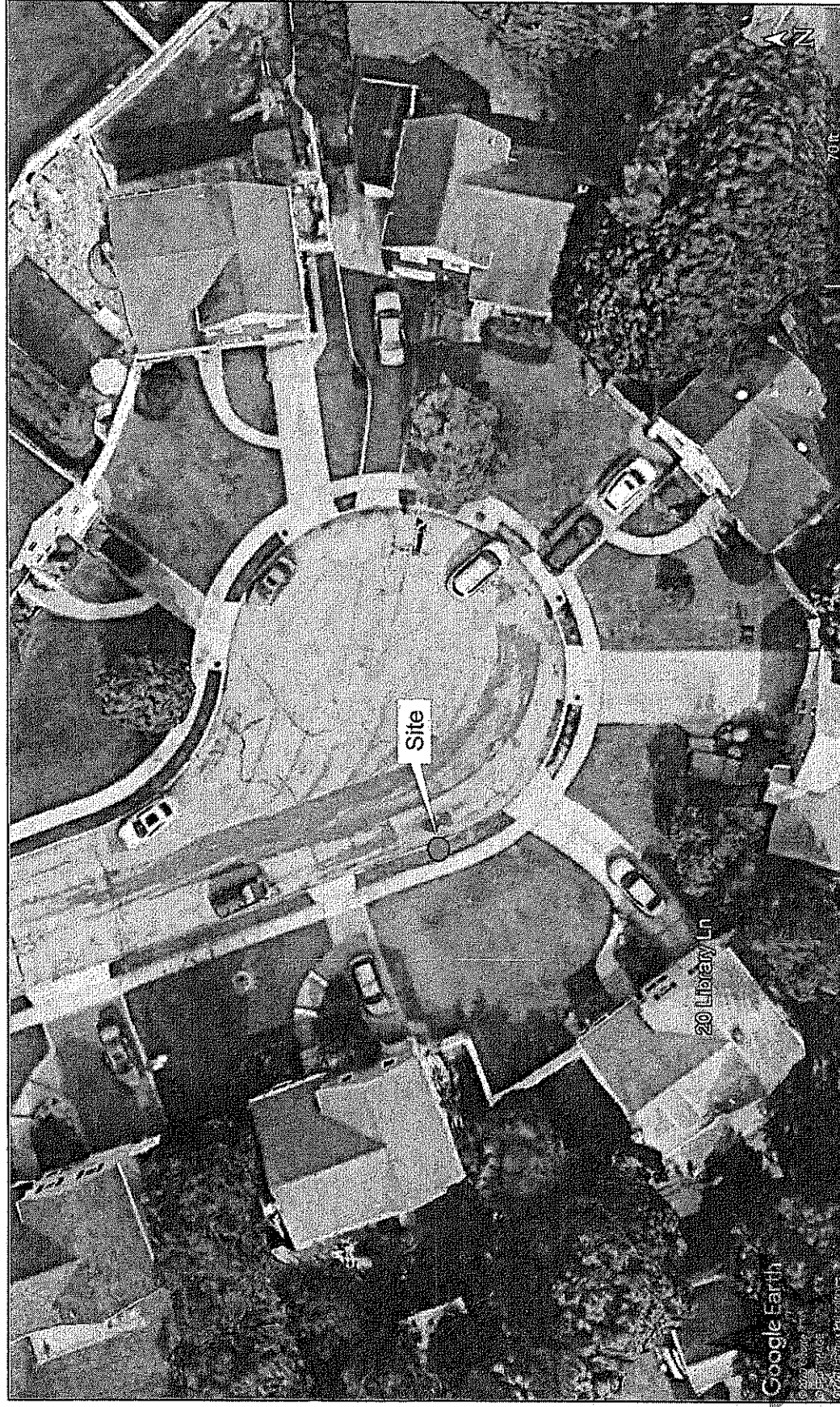
Sincerely,

Ronald Stallone

Ronald Stallone
Director of Design and Construction
As Agent for Owner.

Phone: 516-938-1100; Fax: 516-935-4365

SITE LOCATION MAP
SUPPLEMENTAL INVESTIGATION
MW-22 CONTINGENCY LOCATION
20 LIBRARY LANE, PLAINVIEW, NEW YORK



Source: Google Earth, 2020
 Note: All locations are approximate

SITE LOCATION MAP
SUPPLEMENTAL INVESTIGATION
MW-24 CONTINGENCY LOCATION
7 NETTO LANE, PLAINVIEW, NEW YORK



Source: Google Earth, 2020
Note: All locations are approximate

4866747031048 094641 20200909 000000000447779615
 TRN DEBIT JELIASS 200.00
 Syosset 4867 94004 4857 0004 0022

3B DEVELOPMENT CORP. - 0221809674

Check No: 2897

Post Date: 2020-09-09

Amount of Check: \$1,500.00

Check Front

3B DEVELOPMENT CORP C/O SPIEGEL ASSOCIATES P.O. BOX 8 HICKSVILLE, NY 11802-0008		JPMORGAN CHASE BANK, N.A. NEW YORK, NY		CHECK NO. 2897
**** ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS		DATE 06/19/2020	AMOUNT \$1,500.00**	
PAY TO THE ORDER OF TOWN OF OYSTER BAY DEPT OF PLANNING & DEVELOPMENT 74 AUDREY AVE OYSTER BAY, NY 11771		<i>10 Montclair Rd - Plainville</i> <i>gm</i>		

ENDORSE HERE ANY OTHER CHECK OR FOR DEPOSIT ONLY TOWN OF OYSTER BAY 7/9/2020		FOR DEPOSIT ONLY TOWN OF OYSTER BAY 7/9/2020	
286747031012 094455 20200909 000000000447778615 TRN DEBIT JELIASS 1500.00 SYDSSET 4867 94004 4867 0004 0021			

3B DEVELOPMENT CORP. - 0221809674

Check No: 2899

Post Date: 2020-09-09

Amount of Check: \$1,500.00

Check Front

3B DEVELOPMENT CORP C/O SPIEGEL ASSOCIATES P.O. BOX 8 HICKSVILLE, NY 11802-0008		JPMORGAN CHASE BANK, N.A. NEW YORK, NY		CHECK NO. 2899
*** ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS		DATE 06/19/2020		AMOUNT \$1,500.00***
PAY TO THE ORDER OF TOWN OF OYSTER BAY DEPT OF PLANNING & DEVELOPMENT 74 AUDREY AVE OYSTER BAY, NY 11771		<i>gm</i> 19 NETOLANE - PLANNING		

486747031015 094469 20200909 0000000044779815 TRN DEBIT JELIASS 1500.00 Syosset 4867 94004 4867 0004 0021		FOR DEPOSIT ONLY TOWN OF OYSTER BAY 7/18/2020	
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3B DEVELOPMENT CORP. - 0221809674

Check No: 2903

Post Date: 2020-09-09

Amount of Check: \$1,500.00

Check Front

3B DEVELOPMENT CORP C/O SPIEGEL ASSOCIATES P.O. BOX 8 HICKSVILLE, NY 11802-0008		JPMORGAN CHASE BANK, N.A. NEW YORK, NY		CHECK NO 2903
**** ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS		DATE 06/19/2020		AMOUNT \$1,500.00***
PAY TO THE ORDER OF TOWN OF OYSTER BAY DEPT OF PLANNING & DEVELOPMENT 74 AUDREY AVE OYSTER BAY, NY 11771		<i>gm</i> 20 LIBRARY LANE - (RAINVIEW)		

4867 47031017 094459 20200909 000000000447729615 TRN DEBIT JELIASS 1500.00 Synasset 4867 94004 4867 0004 0021		ENDORSE HERE PAY TO THE ORDER OF TO BANK FOR DEPOSIT ONLY TOWN OF OYSTER BAY LIBRARY	
<small>THIS IS A COPY OF THE ORIGINAL SECURITY FEATURES 1. MICRO PRINTING APPEARING AS FINE, DENSE, UNIFORM 2. FINE, DENSE, UNIFORM, UNIFORM, UNIFORM, UNIFORM 3. FINE, DENSE, UNIFORM, UNIFORM, UNIFORM, UNIFORM 4. ENDORSEMENT AREA, featuring a subtle, patterned background.</small>		<small>DEPOSIT TO THIS ACCOUNT ONLY. DO NOT DEPOSIT TO ANY OTHER ACCOUNT. UNDEPOSITED FUNDS WILL BE DEPOSITED TO THE ACCOUNT OF THE BANK.</small>	

WHEREAS, Wei Fang, Long Island Chinese American Association, by letter dated April 26, 2021, requested the use of the northeast portion of Municipal Parking Field S-1, Syosset, adjacent to the Fire Department Headquarters, on Sunday, May 16th, 2021, from 11:00 a.m. until 5:00 p.m. for a rally, and will post temporary "no parking" signs for the above mentioned date and times, with a rain date of Sunday, May 23rd, 2021; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 6th, 2021, advised that the Highway Department has no objection to the Long Island Chinese American Association closing off and using the northeast portion of Municipal Parking Field S-1, Syosset, on Sunday, May 16th, 2021, from 11:00 a.m. until 5:00 p.m. for a rally; 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, nunc pro tunc, and the Highway Department is authorized to close off the northeast portion of Municipal Parking Field S-1, Syosset, adjacent to the Fire Department Headquarters, on Sunday, May 16th, 2021, from 11:00 a.m. until 5:00 p.m. for a rally, and post temporary "no parking" signs for the above mentioned date and times, with a rain date of Sunday, May 23rd, 2021, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, 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 all Town property and equipment, and in the conduct of the aforesaid activity;
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 amount of \$1,000,000 bodily injury and \$2,000,000 general aggregate, naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity; and
4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the aforescribed activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

#

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

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

Reviewed By
Office of Town Attorney
Elizabeth A. Saughan

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 6, 2021

TO: MEMORANDUM DOCKET

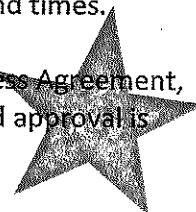
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT


SUBJECT: LONG ISLAND CHINESE AMERICAN ASSOC. RALLY
MAY 16TH 2021 R/D MAY 23RD 2021
NUNC-PRO-TUNC

Enclosed please find a copy of the letter from Wei Feng, of the Long Island Chinese American Association, requesting our assistance on behalf of the Syosset Fire District in conducting a rally on Sunday, May 16th 2021 with a rain date of Sunday May 23rd 2021.

The Highway Department has no objection to the Long Island Chinese American Association utilizing the northeast portion of Municipal Parking Field S-1 in Syosset (adjacent to the Fire Department Headquarters) on Sunday, May 16th 2021 for their rally from 11:00 am until 5:00 pm and will post temporary "No Parking" sign for the above mentioned dates and times.

Also attached is a Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement, and Covid-19 Compliance Agreement to cover this event, therefore, Town Board approval is requested.




JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

CC: Richard Lenz, P.E., Commissioner DPW
Peter Brown, General Foreman 003
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Department of Public Safety
Grace SantaMaria, Highway Administration

Letter of Endorsement

4/26/2021

To Whom It May Concern:

We, the Long Island Chinese Association of America (LICAA), are writing to endorse the student-run rally "For Unity and Action" at the northern part of the Syosset train station parking lot on Sunday May 16th, 2021, initiated and organized by the Alliance of Youth League in the United States (AYLUS) - Syosset Branch.

The Syosset branch of AYLUS was created in July 2020 by three Syosset High School (SHS) students after the founders each explored multiple avenues of contribution to their community. It is driven to promote community cohesion and resilience, facilitate cultural exchange and diversity, and engage in various AYLUS activities with tenacity and compassion. Over the past nine months, AYLUS-Syosset (with five core members from SHS and high school students from Plainview, Manhasset and Virginia) has provided 78 events and 526 hours of community service (including tutoring new immigrants, protecting the environment, and fostering cultural diversity) as documented here. Through these events, members have gained valuable leadership and organizational skills in helping our community become more inclusive and vibrant.

The event organizer Alan Huang, founder and president of AYLUS-Syosset, is a long-time community activist within Syosset. As a celebrated Martial Arts athlete (current US Wushu National team member-Men's B team) and three-time gold medalist at the Pan-American Wushu Championships representing the US team, he has been an active volunteer performer of Wushu, Tai Chi, and Qigong at various cultural events in the tri-state area for 10 years, especially dear to the Syosset residents. He is currently a sophomore of SHS, and was the first elected SGA president of the LI School of Chinese before he graduated with honors in 2020.

Alan and his team intend to form an alliance with other high school student-run organizations such as LILAC (Long Island Laboring Against COVID-19), SHS clubs such as CCS, JCS and KCS, and youth groups of churches and temples to maximize community participation once we have secured the rally location and date. These young children are the future of our country. Therefore, LICAA endorses this rally with no reservation.

Sincerely,

Long Island Chinese American Association



TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION

Applicant Name: Wei Fang, Long Island Chinese American Association
Event Description: For Unity and Action, Student-Run Stop Asian Hate Rally
Event Date: Sunday May 16th, 2021

The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines with respect to COVID-19 and shall ensure that all participants follow such Guidelines. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

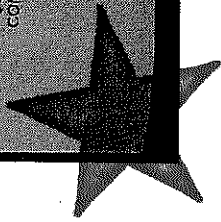
[Signature]
Applicant Signature Wei Fang

On the 12 day of MAY, 2021, before me, the undersigned, personally appeared Wei Fang, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

KELLY N. EARLEY
NOTARY PUBLIC - STATE OF NEW YORK
NO. 016A6394339
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 12/10/2022

[Signature]
Notary Public Kelly Earley

Last Revised: April 29, 2021



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

This Agreement is made this 4th day of May 2021, by Long Island Chinese American Association (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as the Northern section of the Syosset Train Station parking lot adjacent to Cold Spring Road and across the street from CVS

For the event described as For Unity and Action, Syosset Student-Run Stop Asian Hate Rally. The property/equipment is needed from 12pm to 5pm. 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

Long Island Chinese American Association

Address of Organization

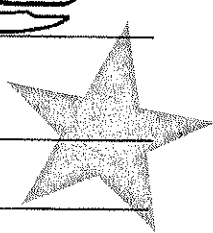
34 Sagamore Way South, Jericho, NY 11753

By: Wei Fang, Ph.D.

Authorized Representative

Title: _____

Telephone Number: (516)320-0860



Reviewed By
Office of Town Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the 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 RMG Insurance 1250 Simon Blvd, K101 Easton PA 18042 INSURED Long Island Chinese American Association, DBA: LICAA PO Box 681 Syosset NY 11791	CONTACT NAME: Theresa VanHom AAJ PHONE (A/C, No, Ext): (810) 867-8869 FAX (A/C, No): (610) 465-9659 E-MAIL ADDRESS: teri@rmginsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: CL2142805045

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	WV	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 type="checkbox"/> LOC OTHER:	Y		PHPK2201510	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPO/PAGG \$ 2,000,000
	<input type="checkbox"/> 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						COMBINED SINGLE LIMIT (Ea accident) \$ 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 DED 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 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 under General Liability as required for Outdoor event on May 16, 2021 being held at Syosset Train Station Parking Lot Cold Spring Road, Syosset, NY 11791

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay, its agents, officers & employees 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. AUTHORIZED REPRESENTATIVE <i>Theresa VanHom</i>
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Philadelphia Indemnity Insurance Company
Form Schedule – General Liability

Policy Number: PHPK2201516

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI CG DS 01 NY	0317	Commercial General Liability Coverage Part Declaration
PI CG SUPP SCH 1 NY	0317	General Liability Supplemental Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0104	1201	New York Changes - Premium Audit
CG0163	0711	New York Changes-Commercial General Liability Cov Form
CG2002	1185	Additional Insured - Club Members
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2621	1091	NY Changes-Transfer of Duties When Limit is Used Up
CG3344	1205	New York Changes - Binding Arbitration
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GLD-HS NY	1011	General Liability Deluxe Endorsement: Human Services
PI-HS-005	0704	Exclusion - Professional Liability Coverage
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001 NY	0918	Special Events Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

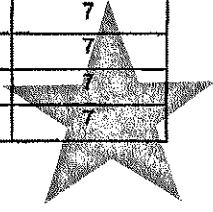
The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	3
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments -- Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments -- Bail Bonds	\$5,000	5
Supplementary Payment -- Loss of Earnings	\$1,000 per day	5
Key and Lock Replacement -- Janitorial Services Client Coverage	\$10,000 limit	5
Additional Insured -- Newly Acquired Time Period	Amended	6
Additional Insured -- Medical Directors and Administrators	Included	7
Additional Insured -- Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured -- Broadened Named Insured	Included	7
Additional Insured -- Funding Source	Included	7
Additional Insured -- Home Care Providers	Included	7
Additional Insured -- Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured -- Lessor of Leased Equipment	Included	7

Reviewed By
Office of Town Attorney



Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberatization	Included	11
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

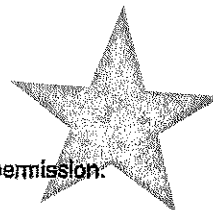
SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;



This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2, Exclusions, Paragraph J. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2, Exclusions; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."



- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "Investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

- 1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b)** is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

- 1. b. is deleted in its entirety and replaced by the following:
 - 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 - 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:



We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

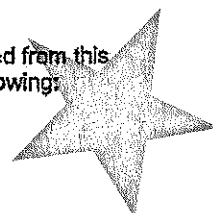
K. Additional Insureds

SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:



- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

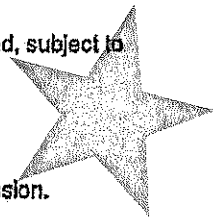
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
 - j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
 - k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
 - l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.
- 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:
- (a) 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
 - (b) 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.
- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:



- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

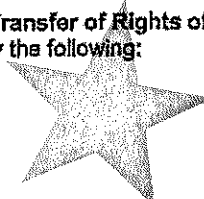
M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:



If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

O. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

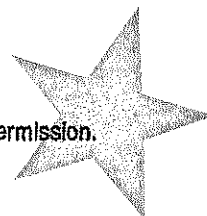
- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



Meeting of June 15, 2021

Resolution No. 309-2021

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 17, 2021, requested Town Board authorization to issue a refund in the amount of \$560.00 to Ms. Kelly Kramps, 77 Ocean Avenue, Massapequa Park, New York, 11762, to reimburse her for the registration fee paid for her son to participate in the Town of Oyster Bay Summer Recreation Program at Marjorie R. Post Community Park, as he can no longer attend the program,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$560.00, to Ms. Kelly Kramps; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02001 510 0000; and be it further

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

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

309

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: May 17, 2021

SUBJECT: Kelly Kramps – Refund Request for TOB 2021 Summer Recreation Program

The Department of Parks respectfully requests Town Board approval for a refund in the amount of Five Hundred Sixty and 00/100 Dollars (\$560.00) to Kelly Kramps for payment she made for her son to attend the Town of Oyster Bay's Summer Recreation Program at Marjorie R. Post Community Park, which he now unfortunately won't be able to attend.


Please make the check payable to Kelly Kramps and mail it to the following address:

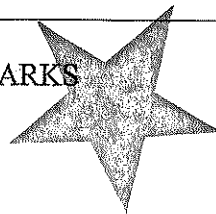
Kelly Kramps
77 Ocean Avenue
Massapequa Park, NY 11762

Kindly debit the following account: **PKS A 0001 02001 510 0000**

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

Thank you,


Joseph G. Pinto
COMMISSIONER OF PARKS



JGP/sc

4/28/2021

Bank of America | Online Banking | Accounts | Account Details | Account Activity

Bank of America

Online Banking

Primary Checking: Account Activity Transaction Details

Check number: 00000000905

Post date: 04/21/2021

Amount: -560.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks

Bank of America

BRIAN T KRAMPS
KELLY G KRAMPS
387 CUMBERLAND ST # 3
BROOKLYN, NY 11238-1511

4/10/2021

905

132/210 NY
13353

Pay to the order of
Town of Oyster Bay \$ 560.00

Five hundred sixty and 00/100 Dollars

Bank of America

ACH NYP-011000022

4/21/21

Alcova James Kramps Marjorie Post

Kelly Kramps

451 4/21/2021 1:01:32 PM
1760 0029

221070443 STERLING NATIONAL BANK
451 MASSAQUEQUA

ENDORSE HERE

PAID TO THE ORDER OF
STERLING NATIONAL BANK
FOR DEPOSIT ONLY
TOWN OF OYSTER BAY

Sarah Cimino

Subject:

FW: Letter to Commissioner Pinto re: Summer Recreation Refund

Approved – Jackie please provide amount and backup

Joe

From: Jackie Devlin <jdevlin@oysterbay-ny.gov>
Sent: Tuesday, April 27, 2021 2:18 PM
To: Joseph Pinto <jpinto@oysterbay-ny.gov>
Cc: Gino Lunghi <glunghi@oysterbay-ny.gov>; Sarah Cimino <scimino@oysterbay-ny.gov>; Danielle Mangilomini <dmangilomini@oysterbay-ny.gov>
Subject: FW: Letter to Commissioner Pinto re: Summer Recreation Refund

Hi Joe,

Can you please review this request for a refund. Accounting, if approved please refund the full amount of \$560.00. Check# 905 Rec#1286 DOR #009. I will have them email their cancelled check.

Thanks

Jackie

From: Kelly Kramps <[REDACTED]>
Sent: Tuesday, April 27, 2021 9:14 AM
To: Jackie Devlin <jdevlin@oysterbay-ny.gov>
Subject: Letter to Commissioner Pinto re: Summer Recreation Refund

Dear Commissioner Pinto,

I write today to respectfully request a refund for our Town of Oyster Bay Summer Recreation fee. A little over one week ago, we registered our son, James Kramps, for the four year old full-day summer recreation program at Marjorie Post Park. In the interim, the camp at our daughter's daycare has started accepting outside students, and, considering the convenience level for our family, we now plan to send him there.

I understand that our registration check has already been processed, which is why I appeal to you today for this refund--a refund which will help our family during these tough economic times. In the future, we look forward to sending both of our children to the Marjorie Post program. It is such a wonderful opportunity for the local children.

Thank you kindly for your consideration of this request.

Sincerely,

Kelly Kramps
77 Ocean Avenue
Massapequa Park, NY 11762



(PK:21117)

NO. 009

DATE 4-20-21TOWN OF OYSTER BAY
DEPARTMENT OF PARKS
DAILY OPERATIONS REPORTPARK: POST #3

SUMMER RECREATION FULL DAY PROGRAM

	NUMBER	RATE	AMOUNT
1. Resident Child	16	560.00	9 8960
2. Add-on (each additional child after 2)	8	460.00	4 3680
3. Non Resident Child	2	610.00	1 1220
4. Add-on Non Resident (each additional after 2)	1	510.00	510
TOTAL			14370

General Receipt Opening # 1283-1300 Closing # 1461-1453REMARKS: opening: \$41,530.00MISSING #'S - 1284, 1285,closing: \$55,900Maria Miscarella

Recreation Leader-Print

Maria Miscarella

Recreation Leader-Sign

4-20-21

Date

JACKIE Devlin

Recreation Supervisor-Print

CHRISTOPHER BURKE

Recreation Supervisor-Sign

Date


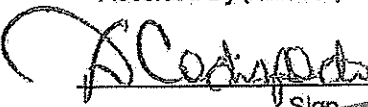
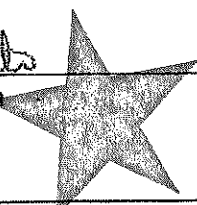
4/20/21White-Comptroller
Canary-Finance
Pink-Accounting
Goldenrod-Rec. Supervisor

Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758-1281

Summer Recreation

GENERAL RECREATION RECEIPT

No. **1286**

Last Name	Kramps	First Name		M. I.	
Address	77 Ocean Ave			Town	Moss PK
Age	4	Phone			
Groups					
Facility	POST				
Amount	\$560	Check	<input checked="" type="checkbox"/>	No.	905
Addl. Names	James				
<div><div>DCodispod</div><div>Received By (Print Name)</div></div> <div><div>4/16</div><div>Date</div></div> <div><div></div><div>Sign</div></div> <div></div>					
<div>White - Office Canary - Accounting Pink - Registrant Goldenrod - Instructor</div> <div>This Administrative Fee is Not Refundable</div>					

PKS211171

DOR #9



**STERLING
NATIONAL BANK**

MASSAPEQUA

Teller 1760
Seq 48

Till 3
1:07 PM

Calendar Date
Business Date

04/21/21
04/21/21

Account Number

*****7087

DDA Deposit

\$14,370.00

Cash Back

\$0.00

Available Balance

Summer Recreation

Client Services Post #3
855-274-2801

<http://www.snb.com>

W Post #3 DOR #009

1253504010912 670032708712 010

TOWN OF OYSTER BAY
54 ALBERT AVE
OYSTER BAY, NY 11771

STERLING
NATIONAL BANK

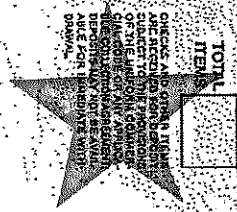
DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY

PKS211171

DATE: 4-20-2021

	DOLLARS	CENTS
CURRENCY		
COINS		
CHECKS <small>LIST EACH SEPARATELY</small>		
1 2707623	400	00
2 2707623	500	00
3 334	300	00
4 1030	50	00
5 227	500	00
6 123	500	00
7 132	500	00
8 377	500	00
9 117	500	00
10 1033	500	00
11 905	500	00
12 617	600	00
13 333	1000	00
14 1795107	1020	00
15 129	1020	00
16 215	1020	00
17 473	1020	00
18 1120	1120	00
19 135	1480	00
20		
21		
22		
23		
24		
25		
26		
27		
28		
TOTAL	14370	00

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.



50144/21/21

Meeting of June 15, 2021

Resolution No. 310-2021

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 12, 2021, requested approval to conduct a ceremony and dedication of the Town of Oyster Bay Parklet (F7) on Washington Street, Farmingdale, on Saturday, June 19, 2021, at 10 a.m.; and

WHEREAS, Commissioner Pinto, by said memorandum, requested approval to re-name and dedicate the parklet in memory of Hon. Joseph V. Belesi, resident of Farmingdale, former Nassau County Legislator for the 14th District, retired Nassau County Police Sergeant and two-time Purple Heart recipient for his service during the Vietnam War; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that audio services may be incorporated into the event, and also requested approval to utilize the services of EKO Productions Incorporated, as approved by Resolution No. 664-2020,

WHEREAS, Commissioner Pinto, by said memorandum, further advised that, pursuant to the Town's procurement policy, any additional expenses not listed here but deemed appropriate by the Commissioner of Parks or his designee, shall not exceed the total amount of 21,000.00, and are to be paid from Account No. PKS A 7110 47670 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay, re-names and dedicates Town of Oyster Bay Parklet (F7) on Washington Street, Farmingdale for Hon. Joseph V. Belesi, on Saturday, June 19, 2021, at 10 a.m., that all requests as hereinabove set forth are accepted and approved, including approval of a ceremony and approval to utilize the services of EKO Productions Incorporated, and approval of any additional expenses not listed here but deemed appropriate by the Commissioner of Parks or his designee, which shall not exceed the total amount of \$2,000.00; and be it further

RESOLVED, that the funds for said payments shall be drawn from Account No. PKS A 7110 47670 000 0000; and payment for same is to be made upon presentation of a duly certified claim, after audit by the Comptroller.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY Inter-Department Memo

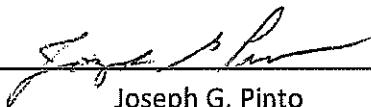
TO: MEMORANDUM DOCKET
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS
DATE: MAY 12, 2021
SUBJECT: JOSEPH BELESI PARKLET DEDICATION

The Department of Parks requests Town Board approval to conduct a renaming ceremony and parklet dedication of Town of Oyster Bay Parklet (F7) on Washington Street in Farmingdale in honor of Joseph Belesi, resident of Farmingdale, former Nassau County Legislator for the 14th District, retired Nassau County Police Sergeant and two-time Purple Heart recipient from the Vietnam War. The ceremony is scheduled to take place on Saturday, June 19, 2021 at 10:00am. Dates and/or times may change as determined by this Department.

Audio services may be incorporated into the event. The Department of Parks requests Town Board approval to utilize the services of EKO Productions Incorporated, Town Board Resolution No. 664-2020 (attached) as authorized by the Town Board.

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

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



Joseph G. Pinto
Commissioner of Parks

JGP; EW

Meeting of December 8, 2020

Resolution No. 664-2020

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated November 20, 2020, requested Town Board authorization for the Town Supervisor, or his designee, to execute an agreement, negotiated and approved by the Office of the Town Attorney, with EKO Productions, Incorporated, 360-C Commack Road Deer Park, New York 11729, to provide professional sound equipment and services for the Town of Oyster Bay's "Music Under the Stars" Concert Series, and various other events, for a period of one (1) year, commencing on January 1, 2021 through December 31, 2021, in an amount not to exceed \$140,000.00, with two (2) one (1) year extension options, to be exercised by the Town, if it is in the Town's best interest to do so,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby approved, and the Town Board authorizes the Town Supervisor, or his designee, to execute an agreement, negotiated and approved by the Office of the Town Attorney, with EKO Productions, to provide professional sound equipment and services for the Town of Oyster Bay's "Music Under the Stars" Concert Series, and various other events, for a period of one (1) year, commencing on January 1, 2021 through December 31, 2021, in an amount not to exceed \$140,000.00, with two (2) one (1) year extension options, to be exercised by the Town, if it is in the Town's best interest to so; and be it further

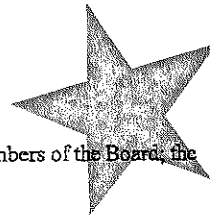
RESOLVED, that the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000; and be it further

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

-#-

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

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



OK
Reviewed By
Office of Town Attorney
[Signature]

Meeting of June 15, 2021

Resolution No. 311-2021

WHEREAS, Jeffrey P. Pravato, Receiver of Taxes, by memorandum dated May 12, 2021, requested Town Board authorization to renew the membership of the following employees in the New York State Association of Tax Receivers and Collectors for 2021, at an annual fee of \$25.00 per person, for a total amount not to exceed \$75.00:

Jeffrey P. Pravato, Receiver of Taxes
Maura Fahey, Deputy Receiver of Taxes
Kathleen Tobin, Deputy Receiver of Taxes

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted and approved, and Jeffrey P. Pravato, Receiver of Taxes, is hereby authorized to renew the membership of the abovementioned employees in the New York State Association of Tax Receivers and Collectors for 2020, nunc pro tunc from January 1, 2021, at an annual fee of \$25.00 per person, for a total amount not to exceed \$75.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. ROT A 1330 47900 000 0000.

-#-

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

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

**TOWN OF OYSTER BAY****Office of the Receiver of Taxes****INTER-DEPARTMENTAL MEMORANDUM**

TO: MEMORANDUM DOCKET

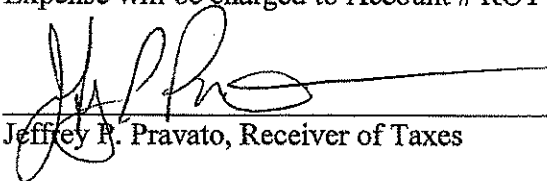
FROM: JEFFREY P. PRAVATO, RECEIVER OF TAXES

RE: MEMBERSHIP, NEW YORK STATE ASSOCIATION OF TAX RECEIVERS AND COLLECTORS

DATE: May 12, 2021

Town Board authorization is hereby requested for Jeffrey P. Pravato, Receiver of Taxes; Maura Fahey, Deputy Receiver of Taxes; Kathleen Tobin, Deputy Receiver of Taxes for membership in the New York State Association of Tax Receivers and Collectors for the year 2021 (renewal fee \$75.00 total; \$25.00 each).

Expense will be charged to Account # ROT A 1330 47900 000 0000.



Jeffrey P. Pravato, Receiver of Taxes

Attachment: 2021 Membership Renewal Forms

**NEW YORK STATE
ASSOCIATION OF TAX RECEIVERS AND COLLECTORS
APPLICATION FOR MEMBERSHIP CALENDAR YEAR 2021**

Please Type or PRINT CLEARLY

Name of Municipality Town of Oyster Bay

County Nassau

Please check **ONLY ONE**

☒ X Tax Receiver, ☐ Tax Collector, ☐ Town Clerk/ Tax Collector/Receiver,
☐ School Tax Collector, ☐ Deputy Receiver / Deputy Collector, ☐ County Treasurer (Non-Voting)
\$25.00 Annual Dues for ALL Titles above this line.

☐ Social (Retirees Only) (non-voting) \$10.00 Annual Dues

☐ Business (non-voting) \$50.00 Annual Dues

Has any of your information changed since last year? ☐ YES ☐ NO

Name: Jeffrey P. Pravato

Office Mailing Address: 74 Audrey Ave.

City Oyster Bay, State N.Y., Zip Code 11771

Telephone 516-624-6421 Ext.

Fax 516-625-6415

E-mail address jeffreypravato@oysterbay-ny.gov

Number of Years as Receiver/Collector 1 Village Town X School

New Member: ☒ X or Renewal: ☐

PLEASE MAKE CHECKS PAYABLE TO: NYSATRC MEMBERSHIP

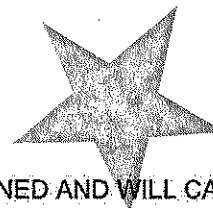
APPLICATION MUST ACCOMPANY YOUR CHECK

Each Membership Requires a Separate Application but more than one membership can be included in
your check.

PLEASE FILL IN THE ABOVE PORTION AND PROMPTLY RETURN WHOLE FORM WITH EACH DUES

MAIL TO: Amy Neumann, Membership Chair
NYSATRC Membership
PO Box 181
Leicester, NY 14481

Phone: (585) 259-5029 Leave Message
Email: leitownclerk@gmail.com



****ALL CHECKS RECEIVED WITH INCORRECT PAYMENT AMOUNT WILL BE RETURNED AND WILL CAUSE
A DELAY FOR YOUR ANNUAL RENEWAL.**

MEMBERSHIP CHAIR USE ONLY BELOW THIS LINE

District # Check # Date

Membership Card Sent to NYSATRC Member

Date Deposited Sent to Treasurer

**NEW YORK STATE
ASSOCIATION OF TAX RECEIVERS AND COLLECTORS
APPLICATION FOR MEMBERSHIP CALENDAR YEAR 2021**
Please Type or PRINT CLEARLY

Name of Municipality Town of Oyster Bay
County Nassau

Please check **ONLY ONE**

☐ Tax Receiver, ☐ Tax Collector, ☐ Town Clerk/ Tax Collector/Receiver,
☐ School Tax Collector, ☒ Deputy Receiver / Deputy Collector, ☐ County Treasurer (Non-Voting)
\$25.00 Annual Dues for ALL Titles above this line.

☐ Social (Retirees Only) (non-voting) \$10.00 Annual Dues

☐ Business (non-voting) \$50.00 Annual Dues

Has any of your information changed since last year? ☐ YES ☐ NO

Name: Maura Fahey

Office Mailing Address: 74 Audrey Ave.

City Oyster Bay, State N.Y., Zip Code 11771

Telephone 516-624-6423 Ext.

Fax 516-624-6415

E-mail address mfahey@oysterbay-ny.gov

Number of Years as Receiver/Collector 12 Village Town ☒ School

New Member: ☒ or Renewal:

PLEASE MAKE CHECKS PAYABLE TO: NYSATRC MEMBERSHIP

APPLICATION MUST ACCOMPANY YOUR CHECK

Each Membership Requires a Separate Application but more than one membership can be included in your check.

PLEASE FILL IN THE ABOVE PORTION AND PROMPTLY RETURN WHOLE FORM WITH EACH DUES

MAIL TO: Amy Neumann, Membership Chair
NYSATRC Membership
PO Box 181
Leicester, NY 14481

Phone: (585) 259-5029 Leave Message
Email: leitownclerk@gmail.com



****ALL CHECKS RECEIVED WITH INCORRECT PAYMENT AMOUNT WILL BE RETURNED AND WILL CAUSE A DELAY FOR YOUR ANNUAL RENEWAL.**

MEMBERSHIP CHAIR USE ONLY BELOW THIS LINE

District # Check # Date

Membership Card Sent to NYSATRC Member

Date Deposited Sent to Treasurer

**NEW YORK STATE
ASSOCIATION OF TAX RECEIVERS AND COLLECTORS
APPLICATION FOR MEMBERSHIP CALENDAR YEAR 2021**

Please Type or PRINT CLEARLY

Name of Municipality Town of Oyster Bay

County Nassau

Please check **ONLY ONE**

☐ Tax Receiver, ☐ Tax Collector, ☐ Town Clerk/ Tax Collector/Receiver,
☐ School Tax Collector, ☒ Deputy Receiver / Deputy Collector, ☐ County Treasurer (Non-Voting)
\$25.00 Annual Dues for ALL Titles above this line.

☐ Social (Retirees Only) (non-voting) \$10.00 Annual Dues

☐ Business (non-voting) \$50.00 Annual Dues

Has any of your information changed since last year? ☐ YES ☐ NO

Name: Kathleen A. Tobin

Office Mailing Address: 74 Audrey Ave.

City Oyster Bay, State N.Y., Zip Code 11771

Telephone 516-624-6424 Ext.

Fax 516-624-6415

E-mail address ktobin@oysterbay-ny.gov

Number of Years as Receiver/Collector 1 Village Town X School

New Member: ☒ or Renewal:

PLEASE MAKE CHECKS PAYABLE TO: NYSATRC MEMBERSHIP

APPLICATION MUST ACCOMPANY YOUR CHECK

Each Membership Requires a Separate Application but more than one membership can be included in your check.

PLEASE FILL IN THE ABOVE PORTION AND PROMPTLY RETURN WHOLE FORM WITH EACH DUES

MAIL TO: Amy Neumann, Membership Chair
NYSATRC Membership
PO Box 181
Leicester, NY 14481

Phone: (585) 259-5029 Leave Message
Email: leitownclerk@gmail.com

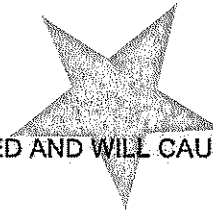
****ALL CHECKS RECEIVED WITH INCORRECT PAYMENT AMOUNT WILL BE RETURNED AND WILL CAUSE A DELAY FOR YOUR ANNUAL RENEWAL.**

MEMBERSHIP CHAIR USE ONLY BELOW THIS LINE

District # Check # Date

Membership Card Sent to NYSATRC Member

Date Deposited Sent to Treasurer



Meeting of June 15, 2021

Resolution No. 312-2021

WHEREAS, Robert Darienzo, Director of Finance, by memorandum dated May 11, 2021, requested that the Town Board authorize the Comptroller to make the following payment for expenses incurred in connection with the issuance of Bond Anticipation Notes for water districts:

SourceMedia/Bond Buyer/Arizent (Advertising) \$1,160.00
PO Box 74008864
Chicago, IL 60674-8864

S&P Global Ratings (Rating Fee) \$42,400.00
2542 Collection Center Drive
Chicago, IL 60693

Moody's Investors Service (Rating Fee) \$52,000.00
P.O. Box 102597
Atlanta, GA 30368-0597

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Comptroller is hereby authorized and directed to make payment in the amounts set forth herein to SourceMedia/Bond Buyer/Arizent, S&P Global Ratings, and Moody's Investors Service for the abovementioned expenses incurred in connection with the issuance of Bond Anticipation Notes for water districts, upon submission of duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment shall be drawn from capital accounts object .29999, Bonding and Finance.

-#-

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

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

Reviewed By
Office of Town Attorney
[Signature]

Town of Oyster Bay
Inter-Departmental Memo

May 11, 2021

To: Memorandum Docket
From: Robert Darienzo, Director of Finance
Subject: 2021 BAN/Bond Sale Expenses

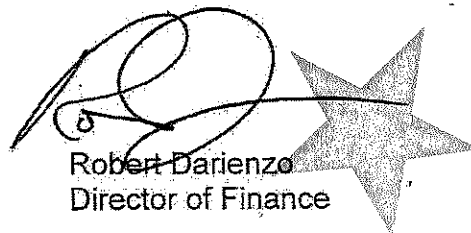
The Town recently successfully awarded \$72,350,000 in serial bonds and \$108,952,867 in Bond Anticipation Notes for Water Districts.

In connection with the issuance there are certain costs that are incurred and permission is hereby requested of the Town Board to enable the Town Comptroller to pay the following:

SourceMedia/Bond Buyer/Arizent – Advertising P.O. Box 74008864 Chicago, Illinois 60674-8864	\$ 1,160.00
S&P Global Ratings – Rating Fee 2542 Collection Center Drive Chicago, IL 60693	\$ 42,400.00
Moody's Investors Service – Rating Fee P.O. Box 102597 Atlanta, GA 30368-0597	\$ 52,000.00

Funds are available in various capital accounts object .29999, Bonding & Finance.

Thank you.


Robert Darienzo
Director of Finance

RD/rd
Word/Documents/debt issuance expenses 2021

Meeting of June 15, 2021

Resolution No. 313-2021

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 12, 2021, requested Town Board authorization for the Town of Oyster Bay to accept the donation and installation of a bench at the corner of Broadway and Ohio Avenue, in front of 540 Broadway, Massapequa, from The Chamber of Commerce of the Massapequas, Inc., 675 Broadway, Massapequa, New York, which bench would benefit the Town by providing use and enjoyment to its residents; and

WHEREAS, the value of the bench and installation total is \$780.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Highway Department to accept the above stated donation.

-#-

Reviewed By
Office of Town Attorney
[Signature]

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 12, 2021

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: INSTALLATION OF BENCH IN MASSAPEQUA


Enclosed please find a letter of request from Keith R. Wilson, President, requesting our permission, on behalf of the Chamber of Commerce of the Massapequas, Inc. for donating a bench on a Town of Oyster Bay property.

The location of the town property where the bench would be installed is at the corner of Broadway and Ohio Avenue. The street address is 540 Broadway, occupied by James Funeral Home. The bench would be installed by their contractor on the grass located on the Ohio Avenue side abutting to Broadway.

The value of the bench and installation costs would be a total of \$780.00.

The Highway Department has reviewed this request and has no objection to The Chamber of Commerce of the Massapequas, Inc. installing the bench at the above mentioned location.

Also attached is the business owner's approval of installation and picture of the requested bench. Therefore, Town Board approval is requested.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz

c: Richard Lenz, P.E., Commissioner of DPW



The Chamber of Commerce of the Massapequas, Inc.

675 Broadway, Massapequa, NY 11758-2318

Phone: (516) 541-1443 / E-mail: masscoc@aol.com / Website: www.massapequachamber.org

Officers 2020-2021

President
Keith Wilson
Exit Realty Dreams

First Vice President
Robert Zabbia
AllState/Zabbia Agency

Second Vice President
Karen Gawrych
Mary Kay Representative

Third Vice President
Robin Hepworth
Robin Joy Photography

Acting Treasurer
Gary Slavin *
MassMutual

Recording Secretary
Linda Rowse
First National Bank of LI

General Counsel
Michael Venditto, Esq.

Board of Directors

Robert R. Barrett *
Nappa Realty

Jamie Bogenshutz*
YES Comm Counsel Ctr

Phyllis Doria*
Avon-Ind. Sales Rep

Lucrezia Falacara
Apple Bank

Carol Leff
Law Firm of Richard A. Leff

Patricia Orzano *
P.R.O. Consultants

Stephen Parmiter
Morgan Stanley

Salvatore Polito
Exit Realty Dreams

Isabelle Rapacciuolo
The Tiny Artist Studio

Howard Ritzer
South Bay's Neighbor

Tim Ryan
Transfiguration Project

Anthony C. Ventiera*
Tony V. Productions

May 5, 2021

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

RE: Massapequa Chamber of Commerce Bench Donations

To Deputy Commissioner Bishop,

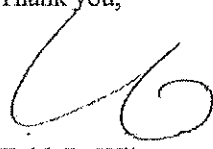
The Chamber of Commerce of the Massapequas is continuing our Beautification Program that began in 1998. In addition to flags, garbage receptacles, and holiday lighting, we are now installing decorative benches on business properties, as well as Town of Oyster Bay property.

We would like to donate a bench on a town property located at the corner of Broadway and Ohio Ave. The street address is 540 Broadway occupied by James Funeral Home. The bench would be installed by our contractor on the grass located on the Ohio Ave side abutting to Broadway.

The value of the bench is \$530 (before installation which amounts to \$250.) Attached is the business owners' acceptance and picture of the bench.

Please contact myself or my Beautification Committee Chairwoman, Patricia Orzano, at (516) 659 - 6452.

Thank you,


Keith R. Wilson
President, Massapequa Chamber of Commerce

Encl: Bench Proof Picture / Business Owner Acceptance

Honorary Members

Joseph Saladino
Supervisor, T.O.B.

Lucille Iconis
Superintendent of Schools
Massapequa

Dr. Edward Salina
Superintendent of Schools
Plainedge

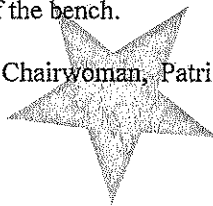
Chaplains

Fr Anthony Heinlein
Diocese of Rockville Centre

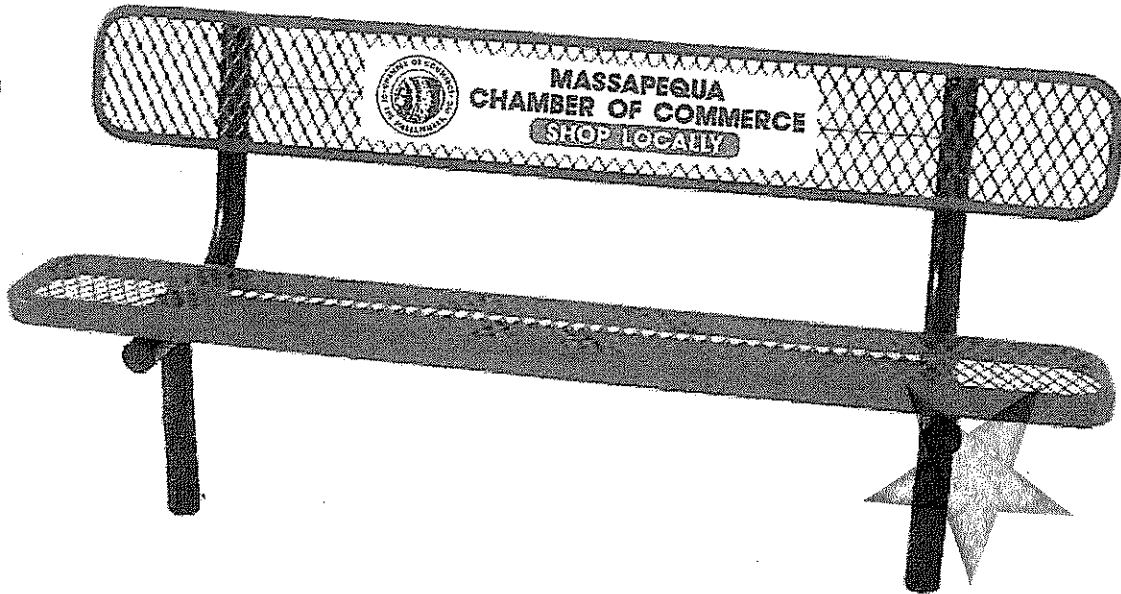
Pastor Chris Merz
CenterPoint Church

Office Staff

Shelley Siemsen
Office Manager



Bench Proof Picture



2/28/2021

Optimum Trash

Bench James Funeral Home

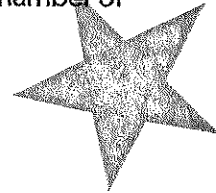
John Senia <john.senia2@dignitymemorial.com>
To kwilson@optonline.net

2/26/21 3:40 pm

1 attachment View Open in browser Download

To whom it may concern, The bench to be installed on the south side of James funeral home is approved to be installed, at no cost. It's my understanding that the Chamber of Commerce is supervising the project.

*Sincerely,
John T. Senia*



Meeting of June 15, 2021

Resolution No. 314-2021

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 20, 2021, requested Town Board authorization for the Town of Oyster Bay to accept the donation and installation of a Little Free Library mailbox to be placed at Syosset-Woodbury Park outside the community pool area, valued at approximately, \$499.85, from Syosset Public Library, Syosset, New York; and

WHEREAS, the Little Free Library mailbox will be open during the months the pool is open, June through September, and will be locked during the off-season by the Syosset Library. Further, the Syosset Public Library will fill the mailbox weekly with books for the community to obtain for their keeping;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Parks to accept the above stated donation.

-#-

7/2/21
Reviewed By
Office of Town Attorney
[Signature]

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: MAY 20, 2021

SUBJECT: LIBRARY MAILBOX AT SYOSSET-WOODBURY PARK

Town Board authorization is respectfully requested for the Town of Oyster Bay to support the attached email from Jessikah Chautin, Community Engagement Specialist of the Syosset Public Library requesting a donation of a library mailbox to be placed in Syosset-Woodbury Park, outside the community pool area.

The library mailbox will be open during the months the pool is open, June through September. Library personnel will fill the mailbox weekly with books for the community to obtain for their keeping. The library will ensure the mailbox is locked during off-season, October through May.

The Syosset Public Library will purchase the library mailbox (\$379.95-mailbox + \$79.95-post with topper + \$39.95 charter sign) which will then be donated to the Town of Oyster Bay Parks Department.

The importance of reading develops social benefits and can make one feel more connected to the wider community. Reading increases a person's understanding of their own identity, improves empathy and gives them an insight into the world views of others.



JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS



LITTLE FREE LIBRARY.ORG®
TAKE A BOOK • SHARE A BOOK

[STORE HOME](#)

[ALL PRODUCTS](#) ▾

[LIBRARIES](#) ▾

[CHARTER SIGNS](#) ▾

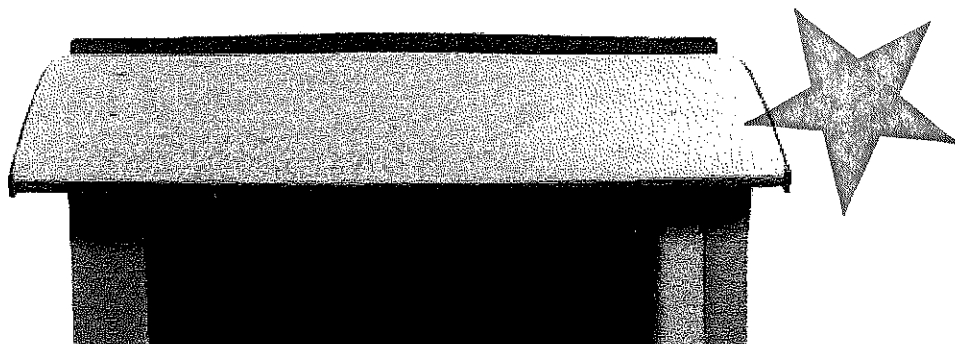
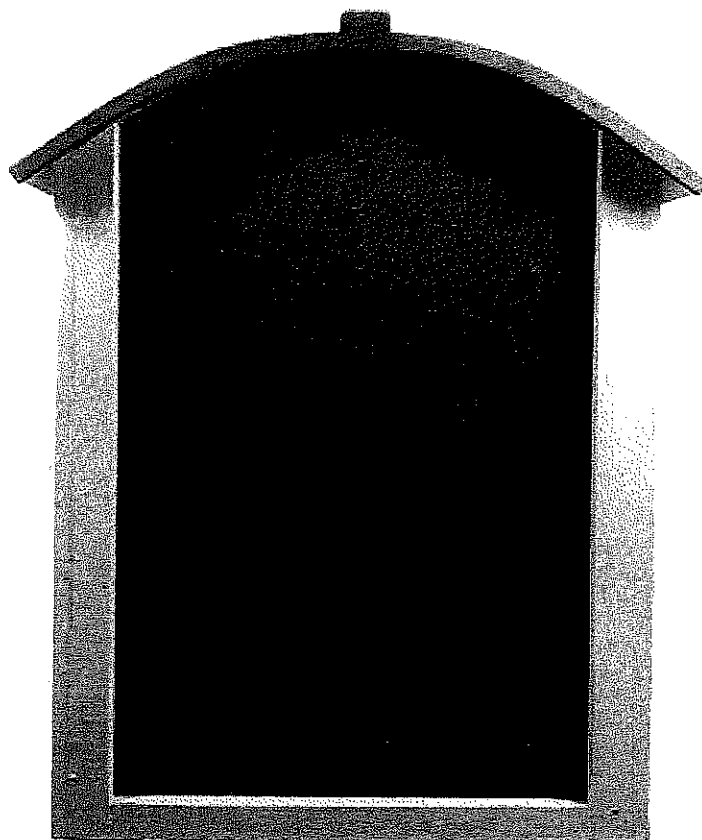
[LIBRARY POSTS](#)

[SPECIAL OFFERS](#) ▾

[PURCHASE ORDER/CHECK INFO](#)

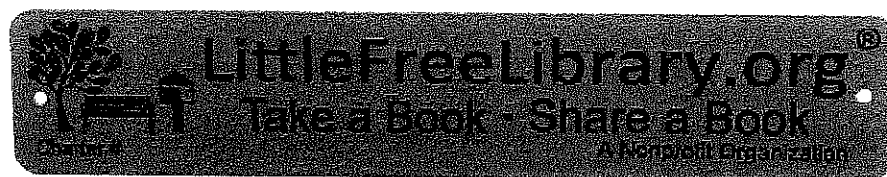
[Home](#) > [ALL PRODUCTS](#) > [Composite Two Story Arched Little Free Library](#)



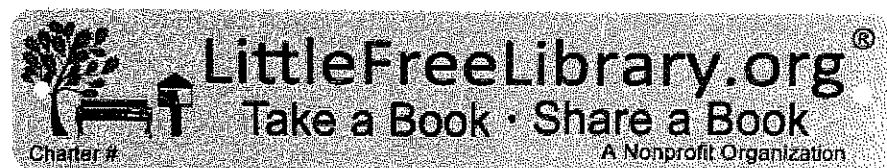


Choose which official Little Free Library charter sign you would like included with your book-sharing box!

Silver



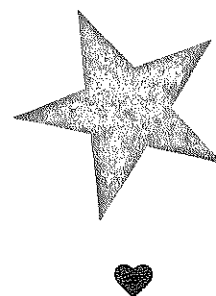
White

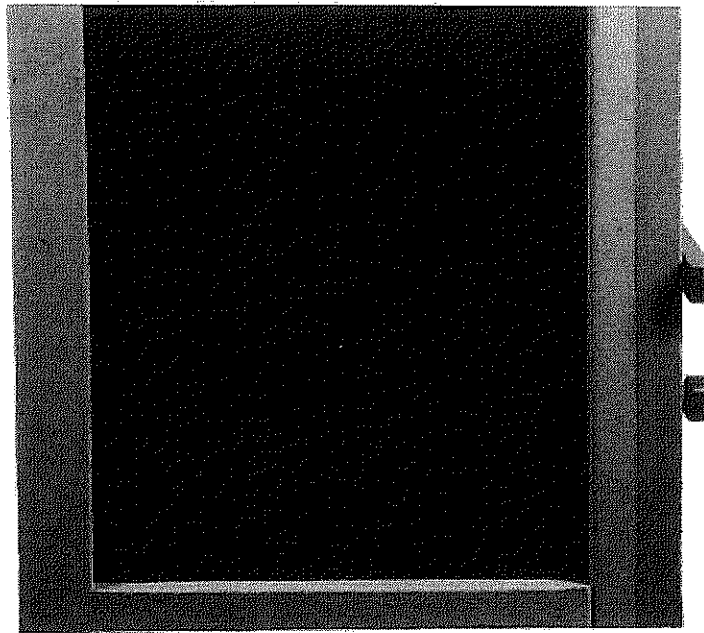


Spanish



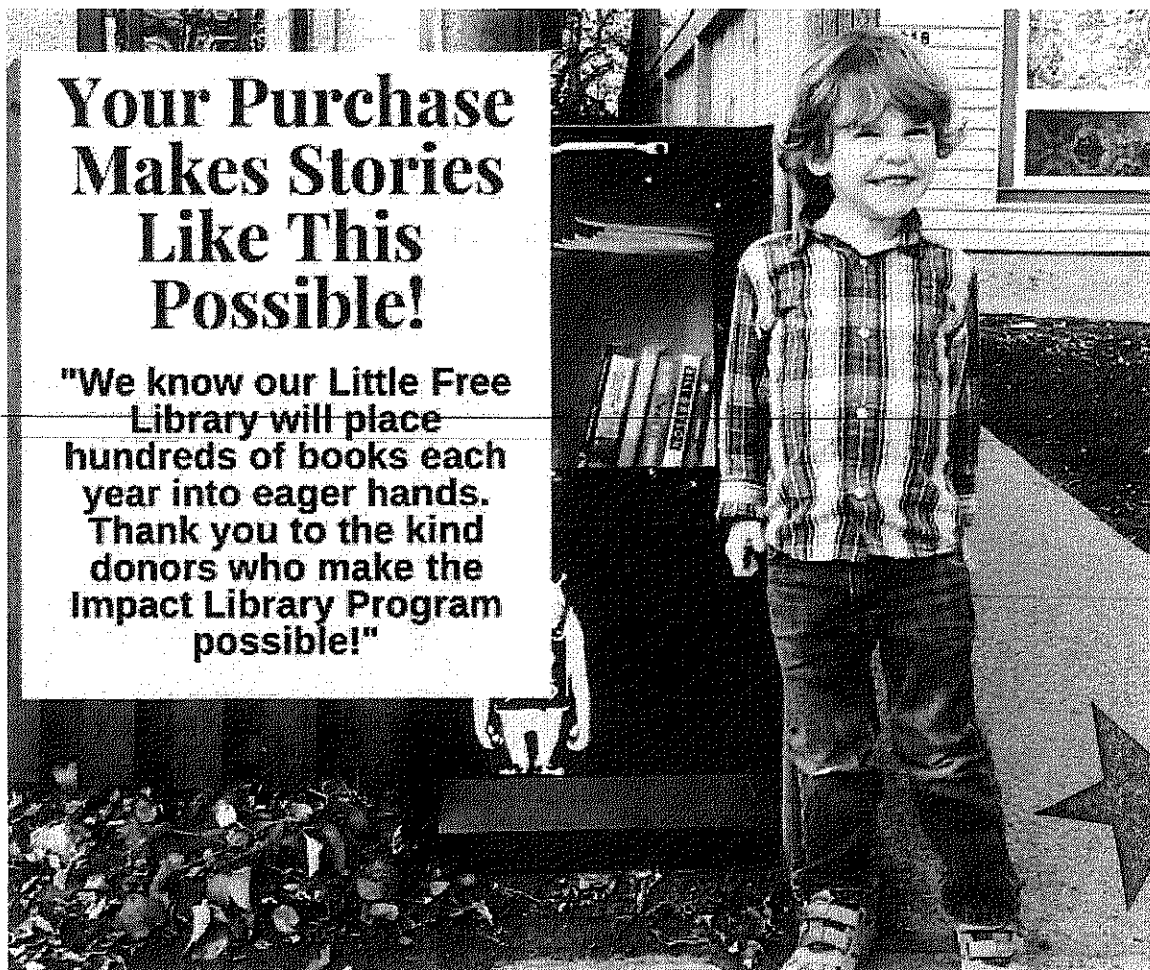
French





Your Purchase Makes Stories Like This Possible!

"We know our Little Free Library will place hundreds of books each year into eager hands. Thank you to the kind donors who make the Impact Library Program possible!"



Composite Two Story Arched Little Free Library

\$ 379.95

Select Your Charter Sign Type

Quantity

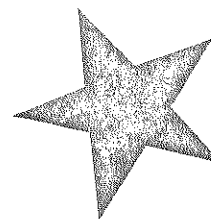
UNAVAILABLE  ADD TO WISHLIST(103)

Official registration and standard charter sign included with your library (\$39 value)! They're your key to our World Map, exclusive Facebook stewards group, and other helpful offers and activities. Choose your sign with the drop-down box above. (Charter sign ships separately. Spanish and French signs available in Silver only.)

Want to customize your charter sign? Click here to do so for only \$49.95! (79.95 value. Charter sign ships separately.)

What does "Easy Care" mean?

- Assembled with eco-friendly plastic lumber made out of recycled milk jugs
- Negligible water absorption so mold and mildew cannot penetrate surface
- Corrosion free
- Pest free. Bugs, insects and termites cannot infiltrate below the surface
- Resistant to UV and harsh weather climates
- Easy to clean, mild soap and rinse with water will do
- No splintering, cracking or warping
- Surface embossed textures available for slip-resistance and aesthetic design



- Resistant to most chemical exposures
- 95% recycled content certification meeting FTC Green Guidelines





Key Features:

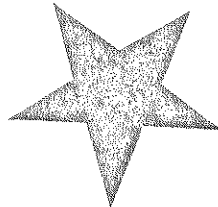
- Popular two-story design with an interior shelf for extra book storage
- This Little Library arrives ready to install and will last for decades with proper care

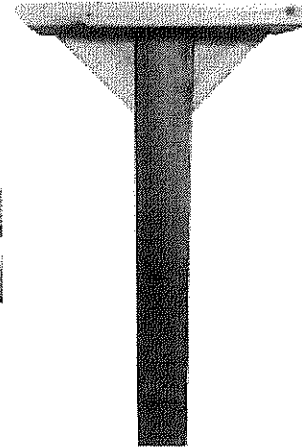
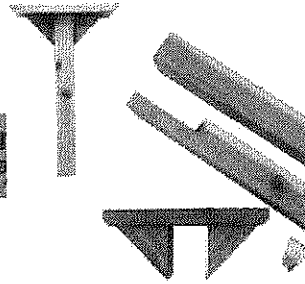
Details:

- Weighs 27 lbs
- Handcrafted in America by Amish artisans
- Library box exterior dimensions: 15.25" wide x 20.75" tall x 14" deep (the roof overhangs additional 1.5" on each side)
- Library box interior dimensions: **Bottom space** approximately 12.75" wide x 10" tall x 12" deep; **top space** approximately 12.75" wide x 8.75" tall 12" deep
- View our Returns Policy.

Share this Product

 Share  Tweet  Pin it  +1

**You Might Also Like**



**White Aluminum
Charter Sign**

\$ 39.95

**Silver Aluminum
Charter Sign**

\$ 39.95

**Library Post with
Topper Kit**

\$ 79.95

**Library Post with
Topper**

\$ 79.95



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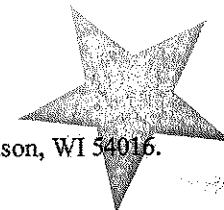
Contact Us

Call us at 715-690-2488 or reach us by mail at: Little Free Library, 573 Co. Rd A, Suite 106, Hudson, WI 54016.

Newsletter

Join thousands of Little Free Library fans and get our e-newsletter!

Your email



Kim Melworm

From: Jacqueline Biondo
Sent: Tuesday, May 18, 2021 1:40 PM
To: Kim Melworm
Cc: Joseph Pinto
Subject: FW: INQUIRY Seasonal Little Free Library at Syosset Park Pool

Hi Kim...

Below is the link sent to me by Jessikah. She would like to have this installed at Syosset-Woodbury Park near the pool. I spoke with Andy and he suggested I reach out to Joe Reilly to determine the best location. I have not done that yet, since this item is backordered, as per Jessikah. It is put in the ground with a post purchased from the same company. Jessikah would like our staff to put it in.

Also, Andy thought we could do an unveiling and have the Supervisor present.

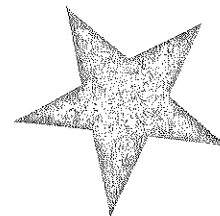
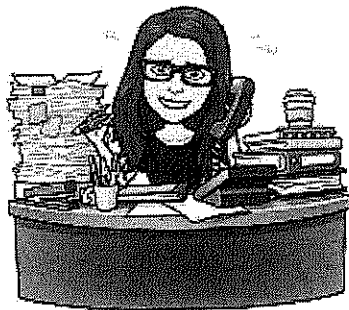
If you need me to do anything further just let me know.

Thank you..
Jacquie

From: Jessikah Chautin <jchautin@SyossetLibrary.org>
Sent: Monday, May 17, 2021 3:19 PM
To: Jacqueline Biondo <jbiondo@oysterbay-ny.gov>
Subject: Re: INQUIRY Seasonal Little Free Library at Syosset Park Pool

<https://littlefreelibrary.myshopify.com/collections/all-products/products/arched-roof-two-story>

Jessikah Chautin
Community Engagement Specialist
Syosset Public Library
516-921-7161 X-262
jchautin@syossetlibrary.org





From: Joseph Pinto <jpinto@oysterbay-ny.gov>
Sent: Monday, May 17, 2021 2:26 PM
To: Jessikah Chautin <jchautin@SyossetLibrary.org>
Cc: Jacqueline Biondo <jbiondo@oysterbay-ny.gov>
Subject: RE: INQUIRY Seasonal Little Free Library at Syosset Park Pool

I have spoken to someone from the library about this and gave my approval. Haven't heard about it since.
Joe

From: Jessikah Chautin <jchautin@SyossetLibrary.org>
Sent: Monday, May 17, 2021 2:15 PM
To: jpinto@oyster-ny.gov
Subject: INQUIRY Seasonal Little Free Library at Syosset Park Pool

Greetings Mr. Pinto,

My name is Jessikah and I am the Community Engagement Specialist at Syosset Public Library. Your name was passed on to me by Jackie Biondo, though I believe we've been in contact before.

I wanted to reach out to you to gauge interest in the library setting up a little free library book exchange outside the community pool that would be "open for use" during the months that the pool is open.

The way these exchanges work is they are small structures on a post in which the library fills weekly with free books for the community to take and keep. During off season we can lock the box up. We had already been planning on having one at the playground for children's books, but Covid has put it on hold since it will be designed by the High School Art Enrichment club and they cannot meet this year. We hope to pick it up again next when vaccinations open things up again.

We have three successful little free library locations at the Syosset LIRR, Mongos Coffee in Syosset, and Meyer's Farm Stand in Woodbury.

I am attaching pictures of the libraries so you can get an idea of what they are.

Best,
Jessikah

Meeting of June 15, 2021

Resolution No. 315-2021

WHEREAS, Lainey Falsetta has requested to donate a memorial plaque and a bench to be placed in John J. Burns Park, Massapequa, in memory of Michael Rinaldi; and

WHEREAS, the value of the plaque and bench is estimated to be \$880.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 20, 2021, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$880.00 from Lainey Falsetta to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a plaque and bench to be placed in John J Burns Park, Massapequa, in memory of Michael Rindali.

-#-

Reviewed By
Office of Town Attorney
[Signature]

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

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

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks


SUBJECT: Memorial Plaque and Bench

DATE: May 20, 2021

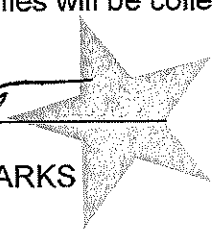
The Department of Parks has received a request from Lainey Falsetta (letter attached) requesting to donate a memorial plaque and a new bench to be placed in John J Burns Park in memory of Michael Rinaldi.

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

The plaque and bench will be purchased by Lainey Falsetta and donated to the Parks Department. The value of the plaque and bench is estimated to be \$880.00. Town Board approval is requested on behalf of Lainey Falsetta. The monies will be collected in account PKS A 0001 02705 000 0000.



Joseph G. Pinto
COMMISSIONER OF PARKS



JGP/dc

Diann Codispodo

From: Marie-Elena Falsetta [REDACTED]
Sent: Tuesday, May 11, 2021 3:12 PM
To: Diann Codispodo
Subject: Memorial Bench

Goodafternoon Diann,

I am writing to you in regards to our conversation yesterday. I would like to purchase a new bench with an 8X6 plaque to be placed in John Burns Park in Massapequa in memory of Michael Rinaldi. I understand the cost to be 880 dollars for the bench and plaque.

I would like the plaque to say:

In Loving of Memory of

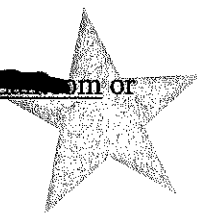
Michael Rinaldi

Who Had a Smile for All

If there is any additional information you need from me you can reach me at [REDACTED] or [REDACTED]

I really appreciate your help with this matter.

Sincerely,
Lainey Falsetta



Meeting of June 15, 2021

Resolution No. 316-2021

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 17, 2021, requested Town Board authorization to issue a refund in the amount of \$1,020.00 to Afshin Ilyadi, 23 Richard Court, Plainview, New York, 11803, to reimburse him for the registration fee paid for his two children to participate in the Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Community Park, as they can no longer attend due to scheduling conflicts,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$1,020.00, to Mr. Afshin Ilyadi; and be it further


RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02001 510 0000; and be it further

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

-#-

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

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

Reviewed By
Office of Town Attorney


TOWN OF OYSTER BAY

Inter-Departmental Memorandum

316

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: May 17, 2021

SUBJECT: Afshin Ilyadi – Refund Request for TOB 2021 Summer Recreation Program

The Department of Parks respectfully requests Town Board approval for a refund in the amount of One Thousand Twenty and 00/100 Dollars (\$1,020.00) to Afshin Ilyadi for payment made for their two children, Jonathan and Avital Ilyadi to attend the Town of Oyster Bay's 2021 Summer Recreation Program at Syosset-Woodbury Community Park, which it now turns out they won't be able to attend due to a scheduling conflict with regard to the drop-off and pick-up times.

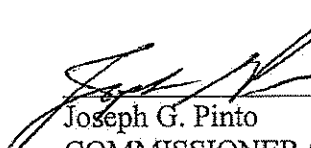
Please make the check payable to Afshin Ilyadi and mail to the following:

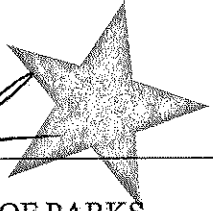
Afshin Ilyadi
23 Richard Court
Plainview, NY 11803

Kindly debit the following account: **PKS A 0001 02001 510 0000.**

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

Thank you,


Joseph G. Pinto
COMMISSIONER OF PARKS



JGP/sc

Done

AFSHIN ILYADI
HILDA KHAKSHOOR
23 RICHARD CT
PLAINVIEW, NY 11803

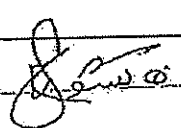
1-867 164

Date 4/21/2021

Pay to the order of Town of Oyster Bay \$ 1020.00
One Thousand and Twenty Dollars

citibank

CITIBANK, N.A.
Memo Jonathan and Avital Ilyadi TOB Summer reception

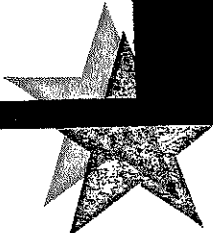


Done

451 4/23/2021 12:48:42 PM
1755.0015

223970443 STERLING NATIONAL BANK
461 MASSAPEQUA
4/23/2021 12:48:47 PM
1755 0015 107626070993

PAY TO THE ORDER OF
STERLING NATIONAL BANK
FOR DEPOSIT ONLY
TOWN OF OYSTER BAY
6700027087



Sarah Cimino

From: Joseph Pinto
Sent: Wednesday, May 12, 2021 2:10 PM
To: Jackie Devlin
Cc: Gino Lunghi; Danielle Mangilomini; Sarah Cimino
Subject: RE: Attention commissioner Joseph pinto

approved

From: Jackie Devlin <jdevlin@oysterbay-ny.gov>
Sent: Wednesday, May 12, 2021 11:20 AM
To: Joseph Pinto <jpinto@oysterbay-ny.gov>
Cc: Gino Lunghi <glunghi@oysterbay-ny.gov>; Danielle Mangilomini <dmangilomini@oysterbay-ny.gov>; Sarah Cimino <scimino@oysterbay-ny.gov>
Subject: FW: Attention commissioner Joseph pinto

Hi Joe,

Can you please review this request for a refund for the upcoming Summer Recreation program. Gino, Sarah and Daniele if approved here is the following information: Ck#:164 Rec# 1665 DOR:039 for Syosset. I will tell her to send a cancelled check to your email Sarah.

Thanks
Jackie

From: hilda kh <[REDACTED]>
Sent: Wednesday, May 12, 2021 8:55 AM
To: Jackie Devlin <jdevlin@oysterbay-ny.gov>
Subject: Attention commissioner Joseph pinto

To whom it may concern,

We have signed up our kids [REDACTED] for the summer recreation program of town of oyster Bay for this year. Unfortunately we found out that we will not be able to drop off the kids and pick them up on time as we could not adjust our work hours as we were hoping! Also we realized that we will not be able to pick up the kids in case it rains!

Therefore we are writing this letter to ask you to please withdraw our kids application for this summer. Also we ask you to please refund us what we paid towards this program!

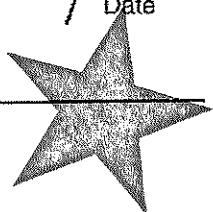
We really appreciate it,
Afshin Ilyadi and Hilda Khakshoor

Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758-1281

Summer Recreation

GENERAL RECREATION RECEIPT

No. 1665

Last Name	Flyadi	First Name	[REDACTED]
Address	23 RICHARD CT	Town	Plainview
Age	8	Phone	917 698 5114
Groups			
Facility	SYOSSET		
Amount	1050.00	Check	X No. 164
Addl. Names			
		Received By (Print Name)	MM 4/22/21
		Sign	

White - Office
Canary - Accounting
Pink - Registrant
Goldenrod - Instructor

This Administrative Fee is Not Refundable

DEPOSIT TICKET

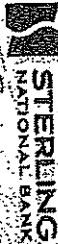
FOR CLEAR COPY, PRESS FIRMLY

PKS211141
DATE 4-23-2001

TOWN OF OYSTER BAY
54 AUDREY AVE
OYSTER BAY, NY 11771

SUSSET # 4 Summer Rec

1:5350101094 E700327087 010



		DOLLARS	CENTS
CURRENCY			
COINS			
CHECKS	LIST EACH SEPARATELY		
1	209	460	00
2	601	560	00
3	1315	560	00
4	063	560	00
5	063	560	00
6	1650	560	00
7	157	560	00
8	120	560	00
9	649	560	00
10	1748	1000	00
11	1560	1000	00
12	178	1000	00
13	286	1000	00
14	161	1000	00
15	136	1400	00
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
TOTAL		11520	00

PLEASE RE-ENTER TOTAL HERE

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT. ALL COLLECTION AGREEMENTS MUST BE MAILED TO THE BANK WITH THE DEPOSIT.

TOTAL ITEMS



507042718

PKS211141



STERLING NATIONAL BANK

MASSAPEQUA

Teller 1755
Seq 24
Calendar Date 04/23/21
Business Date 04/23/21
Account Number *****7087
DDA Deposit \$11,520.00
Cash Back \$0.00
Available Balance

Client Services
855-274-2801

<http://www.snb.com>





PKS 211141

NO. 039

DATE 4-23-2021

TOWN OF OYSTER BAY
DEPARTMENT OF PARKS
DAILY OPERATIONS REPORT

PARK: SYOSSET #4

SUMMER RECREATION FULL DAY PROGRAM

	NUMBER	RATE	AMOUNT
1. Resident Child	14	560.00	7840
2. Add-on (each additional child after 2)	8	460.00	3680
3. Non Resident Child		610.00	
4. Add-on Non Resident (each additional after 2)		510.00	
TOTAL			11,520

General Receipt Opening # 1648 Closing # 1669

REMARKS: OPENING: \$ 74,720

MISSING #'S 1651 through 1658

CLOSING: \$ 86,240

Maria Muscarella

Recreation Leader-Print

Maria Muscarella

Recreation Leader/Sign

4/23/21

Date

Recreation Supervisor-Print

Recreation Supervisor-Sign

Date

White-Comptroller
Canary-Finance
Pink-Accounting
Goldenrod-Rec. Supervisor

Meeting of June 15, 2021

Resolution No. 317-2021

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed amendment to the Code of the Town of Oyster Bay, Chapter 246, Zoning, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-5.5.16, OF THE CODE OF THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said plan was held by the Town Board of the Town of Oyster Bay on April 20, 2021, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Nassau County Planning Commission, by letter dated June 10, 2021, recommended local determination of the proposed Local Law; and

WHEREAS, the Town Environmental Quality Review Commission, by memorandum dated April 19, 2021, declared that such Local Law to Amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to Appendix B, Part B (16) of the TEQR Law, and further pursuant to the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that affect the environment", and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to Amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to Appendix B, Part B (16) of the TEQR Law, and further pursuant to the New York State Environmental Quality Review Act (6NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 26; and be it further

RESOLVED, By the Town Board of the Town of Oyster Bay, as follows: That said Local Law No. 6 –21, to amend the Code of the Town of Oyster Bay, Chapter 246, Zoning, by adopting a new Local Law, entitled "A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-5.5.16, OF THE CODE OF THE TOWN OF OYSTER BAY", is hereby adopted, without change, and shall take effect immediately upon filing with the Secretary of State; and be it further

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

—#—

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

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

Reviewed By
Office of Town Attorney

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to secure the dwelling and the entire subject property, located at 66 Alhambra Road, Massapequa, New York 11758, also known as Section 65, Block 92, Lots 104 to 106 and 157 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated May 12, 2021, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on February 3, 2021, in the amount of \$873.66, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated May 12, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$873.66 may be assessed by the Legislature of the County of Nassau against the parcel known as 66 Alhambra Road, Massapequa, New York 11758, also known as Section 65, Block 92, Lots 104 to 106 and 157 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney

Ralph P. Healey

318

12

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 12, 2021

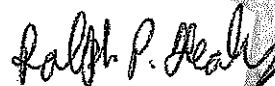
SUBJECT: Property Cleanup Assessment
66 Alhambra Road, Massapequa, New York 11758
Section 65, Block 92, Lots 104 to 106 and 157

By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises of the house located at 66 Alhambra Road, Massapequa, New York 11758, also known as Section 65, Block 92, Lots 104 to 106 and 157 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated March 2, 2021, advised that the property was secured by a crew from the Highway Department on February 3, 2021. The cost incurred by the Town of Oyster Bay was \$873.66.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachments

2021-7992

Ken Bishop

From: Margaret Lippolt
Sent: Tuesday, February 2, 2021 1:39 PM
To: Daniel Kornfeld
Cc: Ken Bishop; Michael Esposito
Subject: 66 Alhambra Rd Massapequa Unsecured dwelling

Importance: High

Good Afternoon Dan,

We received a call from THS, front lower level door is open at 66 Alhambra Rd. Massapequa. An inspector is there and closed the door, but it will not lock and the door frame is broken. Can you please send someone as soon as possible to secure premises?

Thank you,
Margie Lippolt
Code Compliance Bureau
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
516-624-6190
mlippolt@oysterbay-ny.gov



THIS DEED

ORIGINAL

Made this 8 day of August, 2016

8/29/2016

BETWEEN Jane Shrenkel, Esq., Referee, having offices at 842 Downing Road, Valley Stream, NY 11580, duly appointed in the action hereinafter mentioned, Grantor

AND

CITIBANK, N.A., having offices at 1000 Technology Drive, O'Fallon, MO 63368, Grantee

WITNESSETH, that the Grantor, the Referee appointed in an action between

CITIBANK, N.A.,

Plaintiff,

and

JEAN T. BASSO; STEVEN BASSO; PAT MONARARA,

Defendants,

foreclosing a mortgage recorded on November 21, 2005 in the offices of the County Clerk/City Register of the County of NASSAU in Liber 29727 of Mortgages at page 240, in pursuance of a Judgment entered at an LAS Term Part of the Supreme Court of the State of New York held in and for the County of NASSAU on September 29, 2015 and in consideration of ONE HUNDRED AND THIRTY-ONE THOUSAND AND 00/100 (\$131,000.00) DOLLARS paid by the Grantee, being the highest sum bid at the sale under said Judgment does hereby grant and convey unto the Grantee, all the right, title and interest of the defendants JEAN T. BASSO; STEVEN BASSO; PAT MONARARA in and to 66 Alhambra Rd., Massapequa, NY as more particularly described in the attached Schedule "A". Section 65 Block 92 Lots 104-106, 157

TO HAVE AND TO HOLD the premises herein granted unto the Grantee its successors and assigns forever.

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the date first above written.

Jane Shrenkel, Esq.
Referee

Deed
REFEREE'S DEED IN FORECLOSURE

Jane Shrenkel, Esq.

TO

CITIBANK, N.A.

Dated 2016

STATE OF NEW YORK

County of ss.

RECORDED ON THE

day of 2016

at a block M.

in Liber of Deeds

at Page and examined.

CLERK

PLEASE RECORD AND RETURN TO:

Knuckles, Komosinski & Elliott, LLP
563 Tuxter Road, Suite 500
Elmsford, NY 10523

AL

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

March 2, 2021

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

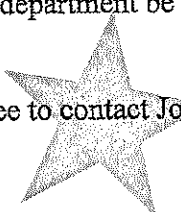
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT


SUBJECT: 66 ALHAMBRA ROAD, MASSAPEQUA
BOARD-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$873.66.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

BOARD - UP 66 ALHAMBRA ROAD, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (65-92-104) 66 ALHAMBRA RD MASSAPEQUA 11758

Date Feb 3, 2021

Work Order # 79877

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	01:00	\$25.03	00:00	0	\$25.03
Total Labor						\$25.03

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	01:00	\$79.00
Total Equipment				\$79.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	1	\$7.24
Locks	\$12.39	1	\$12.39
Total Materials			\$769.63

Grand Total \$873.66

Description of Work:

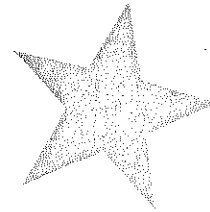
SECURE DOOR AT 66 ALHAMBRA ROAD MS

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Mar 2, 2021



Meeting of June 15, 2021

Resolution No. 319-2021

WHEREAS, pursuant to public notice, bids were duly and regularly received for Requirements Contract for Concrete Restoration Throughout the Town of Oyster Bay, in accordance with the specifications contained in Contract No. HCR21-212, and said bids were publicly opened and read on March 17, 2021; and

WHEREAS, the lowest responsive bid among eight (8) bids submitted was that of Woodstock Construction Group, LTD., 541 Ludlum Ave., Bayville NY 11709, in the total weighted amount of \$504,675.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated May 24, 2021, recommended that the bid as hereinabove set forth be accepted and awarded for a term of 365 calendar days commencing on the date of the award, with the option for four (4) one-year extensions, such options to be exercised at the sole discretion of the Town Board; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that the estimated budget amount is \$3,000,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth, are accepted, and Contract No. HCR21-212 shall be awarded to Woodstock Construction Group, LTD., in accordance with the provisions thereunder, for a one-year term from date of award, for a total weighted amount of \$504,675.00 with an estimated budget amount of \$3,000,000.00, with the option for four (4) one-year extensions, such options to be exercised at the sole discretion of the Town Board.

-#-

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

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

Reviewed By
Office of Town Attorney

319

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 24, 2021

TO: MEMORANDUM DOCKET

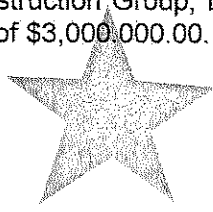
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
REQUIREMENTS CONTRACT FOR CONCRETE RESTORATION THROUGHOUT
THE TOWN OF OYSTER BAY
CONTRACT NO. HCR21-212

On March 17, 2021, the Division of Purchasing received bids for the subject project. The Division of Engineering reviewed the bids. Woodstock Construction Group, LTD., located at 41 Ludlam Ave, Bayville, NY 11709, with Federal I.D. 061513761 submitted the lowest responsive bid among the eight (8) received in the total weighted amount of \$504,675.00.

The subject contract is to be effective for 365 calendar days from date of award. As per contract specifications upon review of the contract work performed by the contractor, the Town Board shall have the option to either terminate the contract, seek new bids or continue the contract under present terms at no additional cost to the Town of Oyster Bay, for an additional one-year extension, up to four (4) years.

We request that Contract No. HCR21-212 be awarded to Woodstock Construction Group, LTD, in the total weighted amount of \$504,675.00 with an estimated budget amount of \$3,000,000.00.



Richard W. Lenz by:
[Signature]
RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/BK/nm
Attachments

cc: Steven C. Ballas, Comptroller
Eric Tuman, Commissioner - Purchasing
John Bishop, Deputy Commissioner - Highway

HCR21-212 Docket Award Woodstock

WHEREAS, pursuant to Resolution No. 248-2019, adopted on April 16, 2019, the Town procured the engineering services of Lockwood, Kessler & Bartlett, Inc., One Aerial Way, Syosset, New York 11791, to provide preliminary engineering services relative to Highway Improvements to the Southwood Circle Area in Syosset, Contract No. H19-198;

WHEREAS, Bart A. Marino, P.E., of Lockwood, Kessler & Bartlett, Inc., by letter dated May 13, 2021, advised that the preliminary design of the project has been completed and requested authorization to proceed with the final design for the Phase 2 portion of the project area, which primarily includes preparing a topographic survey base map, design of curb and roadway grading, design of stormwater drainage improvements, estimating, and preparation of construction documents suitable for contract bidding at a cost of \$190,000.00. Ms. Marino, by said memorandum, further requested that the Town authorize the use of GdB Geospatial, 88 Duryea Road, Melville, NY 11747, as sub-consultant for survey mapping services; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated May 21, 2021, requested that the Town authorize Lockwood, Kessler & Bartlett, Inc., to proceed with the final design phase of the Southwood Circle Area project for a total negotiated contracted fee of \$190,000.00, and authorize Lockwood, Kessler & Bartlett, Inc. to retain the services of GdB Geospatial, as sub-consultant, for survey mapping services, and further advised that the Office of the Inspector General has reviewed the contract and the proposed vendor's disclosure questionnaire in accordance with the Town Procurement Policy; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that funds to satisfy the aforesaid engineering services for this project are available in Account No. HWY H 5197 20000 000 2103 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and that Lockwood, Kessler & Bartlett, Inc., is hereby authorized to provide the above-referenced engineering services relative to the final design for Phase 2 for the Southwood Circle Area project, Syosset, New York, in an amount not to exceed \$190,000.00, and is authorized to use GdB Geospatial as a sub-consultant for survey mapping services; and it is further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H 5197 20000 000 2103 008.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 21, 2021

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES AND USE OF SUB-CONSULTANT
HIGHWAY IMPROVEMENTS TO THE SOUTHWOOD CIRCLE AREA, SYOSSET
CONTRACT NO. H19-198 - PHASE 2
ACCOUNT NO. HWY H 5197 20000 000 2103 008
PROJECT I.D. 2103 HWYDB-02

The Department of Public Works had previously procured Lockwood, Kessler & Bartlett, Inc. through a Request for Proposals process to perform preliminary engineering services relative to Highway Improvements to the Southwood Circle Area, Syosset by Resolution 248-2019, dated April 16, 2019. The preliminary design report identified the need to complete the necessary construction work over several phases. Design and Construction Phase Services for Phase 1 have been previously authorized. At this time, the Division of Engineering wishes to proceed with the design of the Phase 2 Improvements.


The Department of Public Works has negotiated a fee of \$190,000.00 to proceed with the work, as outlined in the attached letter from Lockwood, Kessler & Bartlett, Inc., dated May 13, 2021. The firm of Lockwood, Kessler & Bartlett, Inc. has previously executed a Standard Consultant Agreement with the Department of Public Works under which services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H 5197 20000 000 2103 008.

Further, the Office of Lockwood, Kessler & Bartlett, Inc. requests the use of GdB Geospatial LS, P.C. as a sub-consultant for survey services. GdB Geospatial LS, P.C. was formerly known as Gayron deBruin Land Surveying & Engineering, P.C. who was previously approved as a sub-consultant.

The office of the Inspector General has reviewed the contract and the proposed vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested the Town Board authorize, by resolution, Lockwood, Kessler & Bartlett, Inc., to perform the design phase relative to Contract H19-198 Phase 2, and the use of GdB Geospatial LS, P.C. as sub-consultant and the office of the Comptroller hereby encumber said funds.


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

RWL/JCT/MR/HAS/IK

Attachments

cc: Steven C. Ballas, Comptroller
John Bishop, Deputy Commissioner/HWY

H19-198 DOCKET - PHASE 2 DESIGN FEE



ENGINEERING
CONSULTING
ARCHITECTURE

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

May 13, 2021

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

**Re: Highway Improvements to the Southwood Circle Area, Syosset
Phase 2 Area - Final Design
Contract No. H19-198 – PH2**

Dear Commissioner Lenz:

Lockwood Kessler & Bartlett, Inc. has completed the preliminary design of the referenced project and requests to proceed with the final design for the Phase 2 portion of the of the project area as defined in the November 2019 Preliminary Design Report. The final design work primarily includes preparing a topographic survey base map, design of curb and roadway grading, design stormwater drainage improvements, estimating, and preparation of construction documents suitable for construction bidding.

We estimate that a total of \$190,000.00 is required to complete the final design for Phase 2 of the project.

We also request the Town's approval to retain GdB Geospatial (a WBE firm) at 88 Duryea Road, Melville, NY 11747 (formerly known as Gayron de Bruin, Land Surveying & Engineering, PC) as our sub-consultant to perform the survey mapping services noted above.

It is our pleasure to continue to provide these engineering services to the Town of Oyster Bay. Should you have questions or comments on this request, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bart A. Marino". The signature is fluid and cursive, with a long horizontal line extending to the right.

Bart A. Marino, PE
Project Manager

AN EQUAL OPPORTUNITY EMPLOYER

**ENGINEERING SERVICES - Design, Bid, Construction
SOUTHWOOD CIRCLE AREA, PHASE 2, SYOSSET**

LOCKWOOD, KESSLER & BARTLETT, INC.

JOB CLASSIFICATION	ASCE (A) NICET (N) GRADE	TASKS & ESTIMATED HOURS													AVG. HOURLY RATE (INCL. O & P)	FEE
		1	2	3	4	5	6	7	8	9	10	11	12	13	Total	
PRINCIPAL/DEPT. HEAD	E7														0	\$0.00
SR. PROJ. MGR.	E6	2	4	4		1	2	2	4	1	1	24			45	\$7,875.00
PROJ. ENGR./SR. ENGR.	E5	8	16	16		4	8	8	8	4	4	16	24		116	\$20,300.00
ENGINEER	E4		48	16	4	8	8	16	16	8	24	8			156	\$27,300.00
ASSOCIATE ENGINEER	E3	4	16	16	4			12	48	8					108	\$18,873.00
ASSISTANT ENGINEER	E2	16	160	40	40	80	80	40	24	80	24				584	\$60,444.00
DRAFTER/CADD/TECH 3	T4	32	64	36	24	34				40	16				246	\$32,472.00
SURVEYOR SUB-CONTRACTOR	--												150		150	\$22,844.00
TOTAL		62	308	128	72	127	98	78	100	141	69	48	174	0	1405	\$190,000.00

TASK DESCRIPTIONS

- 1 - HORI. CURB ALIGNMENT
- 2 - CURB GRADES
- 3 - DRAINAGE DESIGN
- 4 - DETAILS & NON PLAN/PROF. SHEETS
- 5 - XSECTS & EARTHWORK
- 6 - CONSTRUCTION COST ESTIMATE
- 7 - SPECIFICATIONS
- 8 - MEETINGS WITH CLIENT
- 9 - REVISIONS (TOWN COMMENTS)
- 10 - SPDES NOI
- 11 - CHECK WORK
- 12 - TOPO. BASE MAPPING
- 13 -

Rounded Total Fee: \$190,000.00

**MANPOWER ESTIMATE WORKSHEET
FINAL DESIGN PHASE OF WORK FOR
PHASE 2 AREA OF PROJECT SITE**

Meeting of April 16, 2019

Resolution No. 248-2019

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated April 1, 2019, advised that a request for proposals was issued to eight (8) firms in accordance with the Town's procurement policy, and was advertised on the Town of Oyster Bay website, to procure engineering services relative to highway improvements to the Southwood Circle Area, Syosset, Contract No. H19-198, and the Division of Engineering received nine (9) responses; and

WHEREAS, following a review and evaluation of said nine (9) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize Lockwood, Kessler & Bartlett, Inc., One Aerial Way, Syosset, New York 11791, to first complete a preliminary design report for the project area for which it will perform surveying, site investigation, preliminary design, project phasing, and cost estimating, for a total fee of \$365,000.00, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, Bart A. Marino, P.E., of Lockwood, Kessler & Bartlett, Inc., by letter dated March 27, 2019, requested the use of Gayron deBruin Land Surveying & Engineering, P.C. as sub-consultant, for surveying services; and

WHEREAS, the requested services to be provided by Lockwood, Kessler & Bartlett, Inc., including the use of the above sub-consultant, are to be for a total amount not to exceed \$365,000.00, with funds for said payment available from Account No. HWY H 5197 20000 000 1903 008,

RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that Lockwood, Kessler & Bartlett, Inc., is hereby authorized to provide the above-referenced engineering services relative to highway improvements to the Southwood Circle Area, Syosset, Contract No. H19-198, and to use Gayron deBruin, Land Surveying & Engineering, P.C., as a sub-consultant for surveying services, in a total amount not to exceed \$365,000.00, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H 5197 20000 000 1903 008.

—#—

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

Meeting of June 15, 2021

Resolution No. 321-2021

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated May 20, 2021, requested that the Town Board authorize the Department of Community and Youth Services to provide aquatic classes for Senior Citizens from July 6, 2021 through September 3, 2021; and

WHEREAS, Senior Citizens would purchase a seasonal pool pass or one-day pass from the Town's Department of Parks to participate in the program, with the aquatic classes scheduled as follows:

<u>Day/Date</u>	<u>Facility</u>
Tuesdays at 11:15 a.m. July 6, 13, 20, 27 August 3, 10, 17, 31	Marjorie R. Post Park Community Pool
Wednesdays at 11:15 a.m. July 7, 14, 21, 28 August 4, 11, 18, 25 September 1	Plainview-Old Bethpage Park Community Pool
Thursdays at 3:00 p.m. July 8, 15, 22, 29 August 5, 12, 19, 26 September 2	Syosset-Woodbury Park Community Pool
Fridays at 2:00 p.m. July 9, 16, 23, 30 August 6, 13, 20, 27 September 3	Bethpage Community Pool

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the abovementioned Senior Citizen aquatic classes from July 6, 2021 through September 3, 2021 are hereby authorized.

-#-

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

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

Reviewed By
Office of Town Attorney


TOWN OF OYSTER BAY
Inter-Departmental Memorandum

May 27, 2021

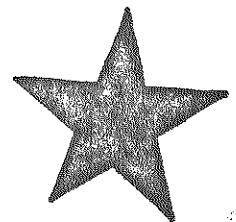
TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Senior Citizen 2021 Summer Aquatic Classes

The Department of Community & Youth Services is requesting Town Board authorization to provide Aquatic Classes for the Senior Citizen summer program from July 6, 2021 through September 3, 2021.

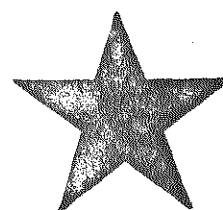
Senior Citizens would pay for a seasonal pool pass or a daily admission fee to the Town Parks Department to participate in the program. The program dates are listed on the attached schedule.


Maureen A. Fitzgerald
Commissioner

MAF:mtr
Attachment



Date	Time	Facility
Tuesdays July 6, 13, 20, 27 August 3, 10, 17, 24, 31	11:15AM	Marjorie R. Post Community Pool
Wednesdays July 7, 14, 21, 28 August 4, 11, 18, 25 September 1	11:15AM	Plainview-Old Bethpage Community Pool
Thursdays July 8, 15, 22, 29 August 5, 12, 19, 26 September 2	3:00PM	Syosset-Woodbury Community Pool
Fridays July 9, 16, 23, 30 August 6, 13, 20, 27 September 3	2:00PM	Bethpage Community Pool



WHEREAS, the Town of Oyster Bay, on behalf of the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board, operates two (2) One-Stop Career Centers under the Workforce Innovation and Opportunity Act of 2014, which provide a full array of Partner Agency Services for job seekers, and the One-Stop Career Centers must provide a full-time array of Partner Agency Service for job seekers; and

WHEREAS, Nassau Community College has offered up to \$7,500.00 to the Town of Oyster Bay, on behalf of the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board, through the Carl Perkins Career and Technical Education Act; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated May 27, 2021, requested that the Town Board authorize the Supervisor or his designee to sign a Contract For Services with Nassau Community College, to accept up to \$7,500.00 in funding from Nassau Community College, in order to provide partner agency services, including workshops for job seekers, at the two (2) One-Stop Career Centers under the Carl Perkins Career and Technical Education Act of 2006, for the current Carl Perkins Program Year from July 1, 2020 through June 30, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinbefore set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to sign a Contract For Services with Nassau Community College, to accept up to \$7,500.00, in funding in order to provide for partner agency services for job seekers for the current Carl Perkins Program Year from July 1, 2020 through June 30, 2021.

-#-

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

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

Reviewed By
Office of Town Attorney
Elizabeth O. Laughman

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

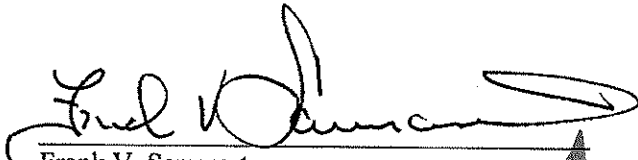
DATE: MAY 27, 2021

SUBJECT: CONTRACT FOR SERVICES WITH NASSAU COMMUNITY COLLEGE
UNDER THE CARL PERKINS ACT

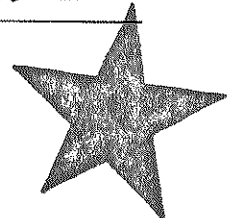
The Town of Oyster Bay, on behalf of the Oyster Bay – North Hempstead – Glen Cove Workforce Development Board operates two (2) One-Stop Career Centers under the Workforce Innovation and Opportunity Act. These Centers are located in the Town of Oyster Bay, Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 and the Department of Labor facility, 301 West Old Country Road, Hicksville, New York 11801. As provided under the Workforce Innovation and Opportunity Act of 2014, One-Stop Career Centers must provide a full array of Partner Agency Service for job seekers.

Nassau Community College has offered up to \$7,500.00 to the Town of Oyster Bay, on behalf of the Oyster Bay – North Hempstead – Glen Cove Workforce Development Board through the Carl Perkins Career and Technical Education Act. Acceptance of this funding requires the execution of a Contract for Services between Nassau Community College and the Town of Oyster Bay. This Agreement would provide funding to the Town of Oyster Bay, on behalf of the Oyster Bay – North Hempstead – Glen Cove Workforce Development Board to provide workshops for jobseekers focusing on perfecting their job search, computer literacy, career exploration and self-assessment skills at the two (2) One-Stop Career Center locations during the Carl Perkins Program Year of July 1, 2020 through June 30, 2021.

Therefore, it is respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor or his authorized designee, to execute a Contract For Services with Nassau county to be negotiated and approved by the Office of the Town Attorney.



Frank V. Sammartano
Commissioner



NASSAU COMMUNITY COLLEGE
of the County of Nassau, State of New York
One Education Drive
Garden City, New York 11530-6793

Resp. Ctr. / Obj. Code: 302105/1079 / 71329

CONTRACT FOR SERVICES

THIS AGREEMENT, dated July 1, 2020 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) NASSAU COMMUNITY COLLEGE, having its principal office at One Education Drive, Garden City, New York 11530-6793 (the "College"), of Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) TOWN OF OYSTER BAY, ON BEHALF OF OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE WORKFORCE DEVELOPMENT BOARD, having its principal Office at 977 Hicksville Road, Massapequa, New York 11758 (the "Contractor").

WITNESSETH:

WHEREAS, the College applied for and received from the New York State Education Department ("NYSED") the Perkins V Grant for the 2020-2021 academic year, which Grant is governed by the provisions of the Carl D. Perkins Career and Technical Education Act of 2006 (the "Perkins Act");

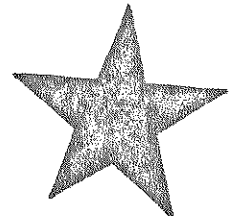
WHEREAS, the Perkins Act as well as the Workforce Innovation and Opportunity Act requires all postsecondary Perkins V Grant recipients to use a portion of allocated grant funds to support their local One-Stop delivery system;

WHEREAS, the Contractor, a local One-Stop delivery system, has applied for Perkins V Grant funding through Nassau Community College, in order to support the career services offered through the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board;

WHEREAS, the College now desires to allocate funding as requested by the Contractor, and as approved by NYSED in consideration for career services provided by the Contractor to the local community;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

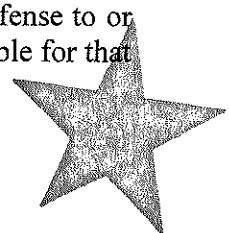
1. **Term.** This Agreement shall commence on July 1, 2020, and terminate on June 30, 2021, subject to sooner termination as provided herein.
2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of providing training seminars and workshops to equip Nassau County residents focusing on practical employment-seeking skills, as more particularly described in the College's Perkins V Application submitted to NYSED (hereinafter referred to as the "Services").



3. **Payment.** In full consideration for the Services to be rendered by the Contractor, the College will pay Seven Thousand Five Hundred Dollars (\$7,500.00) to the Contractor. Contractor agrees that this compensation includes reimbursement for Contractor's travel time and expenses and for all other costs incidental to the Services to be provided by Contractor under this Agreement.

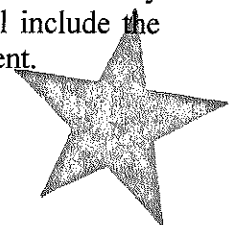
The Contractor acknowledges that payment may only be made upon compliance with the College's bill paying procedures, including submitting an invoice to the College Accounts Payable Department (Tower 6th Floor, One Education Drive, Garden City, NY 11530), which lists in sufficient detail the services rendered, the date(s) services were performed, and fees charged. By submitting an invoice, the Contractor certifies that all services were rendered as set forth on the invoice, that the fees charged are in accordance with this Contract for Services, that the claim is just, true and correct, and actually due and owing and has not been previously claimed. The Contractor may also email invoices to: INVOICES@NASSAU.UNIMARKET.COM with the Purchase Order number referenced in the subject line of the email.

4. **Independent Contractor.** The Contractor is an independent contractor of the College and County. The Contractor shall not be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself out as a College or County employee or as having the authority to commit the College or County to any obligation.
5. **No Arrears or Default.** The Contractor is not in arrears to the College or County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the College or County, including any obligation to pay taxes to, or perform services for or on behalf of, the College or County.
6. **Assignment; Amendment; Subcontracting; Waiver.** This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the College President or his duly designated deputy. Any purported assignment, other disposal or modification without such prior written consent shall be null and void.
7. **Termination.** This Agreement may be terminated (i) for any or no reason by the College upon thirty (30) days' written notice to the Contractor (ii) for breach of this Agreement on the part of the Contractor immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the College and the Contractor.
8. **Indemnification.** The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the College, the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or its Agents, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that



portion, if any, of a Loss that is caused by the negligence of the College or County. The provisions of this Section shall survive the termination of this Agreement.

9. **Insurance.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" and "Nassau Community College" as additional insureds with "Nassau Community College" as certificate holder, and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate coverage; and (ii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law. *If self-insured, a certificate of self-insurance submitted by the Contractor shall be considered sufficient to satisfy the insurance requirements listed in this paragraph.*
10. **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years, complete and accurate records, documents, accounts and other evidence ("Records") pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the College or County and any other governmental authority with jurisdiction over this Agreement, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
11. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the Services specified above and supersedes all prior agreements (whether written or oral) of the parties relating to the Services specified above.
12. **Executory Clause.** The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to the Contractor or any other individual or entity unless (i) all College approvals have been obtained, and (ii) this Agreement has been executed by the College President or his duly designated deputy. The College shall also have no liability under this Agreement to the Contractor or any individual or entity beyond funds appropriated or otherwise lawfully available for this Agreement.
13. **Prohibition of Gifts.** In accordance with College's Procurement Policy, the Contractor shall not offer, give, or agree to give anything of value to any College employee, agent, consultant, construction manager, or other person or firm representing the College (a "College Representative"), including members of a College Representative's immediate family, in connection with the performance by such College Representative of duties involving transactions with the Contractor on behalf of the College, whether such duties are related to this Agreement or any other College contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.



14. **Disclosure of Conflicts of Interest.** The Contractor has disclosed as part of its response to the Qualification Statement, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a College employee of the College department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

IN WITNESS WHEREOF, the Contractor and the College have executed this Agreement as of the date first above written.

CONTRACTOR

NASSAU COMMUNITY COLLEGE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

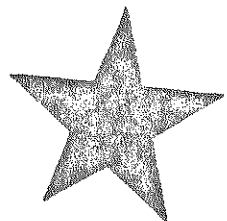
Title: _____ Date: _____

Title: Procurement Director Date: _____

I certify that this copy of the contract is a true and complete copy of this contract.

College Counsel

Date



NASSAU COMMUNITY COLLEGE NOTARIZATION

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2021 before me personally appeared Phillip Cappello, Director of Procurement of Nassau Community College, the municipal corporation described herein, and which executed the above instrument; and that he or she signed his or her name thereto and is authorized to act on behalf of Nassau Community College.

NOTARY PUBLIC _____

CONTRACTOR NOTARIZATION

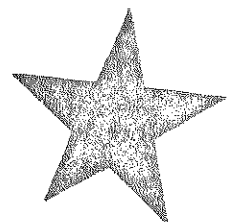
STATE OF NEW YORK)

)ss.:

COUNTY OF _____)

On the ____ day of _____ in the year 2021, before me personally appeared _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a _____ of _____, the organization described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the Board of Directors of said corporation.

NOTARY PUBLIC _____



WHEREAS, the Department of Intergovernmental Affairs issued a Request for Proposals ("RFP") on April 27, 2021, seeking quotes for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board's ("LWDB") Professional and General Liability Insurance Policies, in accordance with the Town's procurement policy. The RFP was posted on the Town website and mailed to seven (7) insurance brokers. The only broker to respond to the RFP was Salerno Brokerage Corp. ("Salerno"), which advised the Department of Intergovernmental Affairs that it had provided the RFP to seven (7) insurance carriers, six of which either declined to offer coverage or could not offer a competitive quote. Salerno provided a quote from the LWDB's current carrier, General Insurance Company of America, for the renewal of the current policy for the period from May 1, 2021 through May 1, 2022; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated May 24, 2021, requested Town Board authorization to accept the aforesaid proposal to renew the LWDB's Professional and General Liability Insurance coverage, for the period from May 1, 2021 through May 1, 2022, *nunc pro tunc*, with General Insurance Company of America, through Salerno, in the respective responsive quoted amounts of \$3,583.00 for Professional Liability coverage and \$23,945.00 for General Liability coverage, for a total renewal premium of \$27,528.00; and

WHEREAS, this is a Workforce Investment Act/Workforce Innovation and Opportunity Act expense, and therefore is at no cost to the Town; and

WHEREAS, The Town Attorney's Office has determined that an adequate attempt was made to obtain proposals in compliance with the Town's procurement policy; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and accepted, and the Department of Intergovernmental Affairs is hereby authorized to renew the abovementioned Professional and General Liability Insurance policies, for the Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board, *nunc pro tunc*, for the period from May 1, 2021 through May 1, 2022, in the respective amounts of \$3,583.00 (Professional Liability) and \$23,945.00, for the total quoted premium of \$27,528.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same to Salerno Brokerage Corp., upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That funds in the amount of \$18,352.00 are to be drawn from Account No. IGA CD 6293 43000 000 CW20 and \$9,176.00 to be drawn from Account No. IGA CD 6293 43000 000 CW21 for said payments.

-#-

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

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

Reviewed By
Office of Town Attorney
Elizabeth A. Laughnan

323

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

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: MAY 24, 2021

SUBJECT: PROFESSIONAL & GENERAL LIABILITY INSURANCE FOR THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
PROGRAM

According to the Town's Procurement Policy dated May 9th, 2021, adopted by Town Board Resolution 154-2021, "if the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall forward to the town attorney documentation regarding the attempt to obtain proposal or quotations including the number of service providers in the field, the number of Requests for Proposals or quotations including the number of service providers in the field, the number of Requests for Proposals sent out and the number of responses received."

Salerno Brokerage Corp. made a good faith effort to solicit quotes in this regard. The following are the quotes Salerno received from our solicitation. This solicitation was sent out via U.S. Mail to 7 brokerage firms, as well as being posted to the Town Website.

General Insurance Company of America	\$23,945.00 (General Liability)
	\$3,583.00 (Professional Liability)

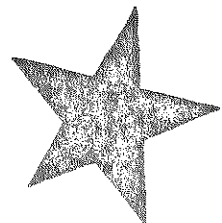
General Insurance Company of America provided the lowest quote (only quote), and thus will be assigned to issue the required insurance coverage.

It is respectfully requested that the Town Board authorize the renewal of the Professional and General Liability Insurance nunc-pro-tunc effective May 1, 2021 through Salerno Brokerage Corp. using the General Insurance Company of America. This is a WIOA expense and therefore, of no cost to the Town.

Thank you for your attention to this matter.



Frank V. Sammartano
Commissioner



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

TO : Frank V. Sammartano, Commissioner,
Department of Intergovernmental Affairs

FROM : Thomas M. Sabellico, Special Counsel
Office of the Town Attorney

DATE : May 25, 2021

SUBJECT: Procurement of General Liability and Professional Liability Insurance
For Oyster Bay-North Hempstead-Glen Cove Workforce Development Board

We are in receipt of your memorandum dated May 23, 2021, requesting the opinion of this office with respect to compliance with the Town's procurement policy regarding the procurement of General Liability and Professional Liability Insurance for the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board.

In response to your inquiry, with respect to the above referenced matter, based upon the efforts you made to obtain proposals, including forwarding the Request for Proposals ("RFP") to nine insurance brokers and posting of the RFP on the Town's website, it is the opinion of this office that you are in compliance with the Town's Procurement Policy despite having only received one response.

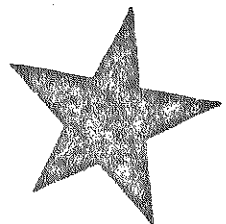
Office of the Town Attorney

Thomas M. Sabellico

Thomas M. Sabellico
Special Counsel

TMS:/nb

cc: Brian Noone, Inspector General
Frank Scalera, Town Attorney





SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901
www.salernoins.com

May 24, 2021

Mr. John Sarcone
Oyster Bay-North Hempstead-Glen Cove
Workforce Development Board
977 Hicksville Road
Massapequa, NY 11755

RE: 5/1/2021 to 5/1/2022
Ohio Ins. Co. of America -Commercial GL
Policy# BL021610565662
Gerneal Ins. Co of America – Professional Liability
Policy # LP7768822V

Dear John:

We are pleased to deliver the 5/1/2021 to 5/1/2022 renewal insurance policies. We have included brief outline of your coverages for each of these policies.

Please note that in the event of a loss, your right to insurance coverage is controlled by the terms, conditions, exclusions and limits of the insurance policy and therefore you should carefully read the policy and contact our office with any questions or requests for additional coverage.

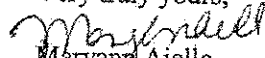
We are bringing to your attention an important policy condition:

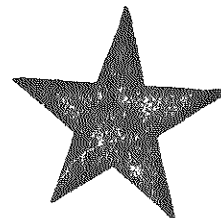
Duties in the event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, which may result in a claim. To the extent possible, notice should include:
1. How, when and where the "occurrence" took place;
 2. The names and addresses of any injured persons and witnesses; and
 3. The nature and location of any injury or damage arising out of the "occurrence" or offense.

Thank you for choosing our firm to represent you in this important insurance protection. Looking forward to hearing from you to answer any questions concerning this policy or any of your other policies, I remain,

Very truly yours,


Maryann Aiello
MKA;ag
Enc.





SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901
www.salernoins.com

May 21, 2021

Mr. John Sarcone
Oyster Bay – North Hempstead- Glen Cove
Workforce Development Board
977 Hicksville Road
Massapequa, NY 11755

RE: Carrier: Ohio Insurance Co. of America
Policy Type: Commercial General Liability Policy
Policy #: BLO21610565662
Policy Term: 5/1/2021 to 5/1/2022

Dear John,

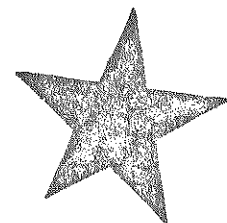
Enclosed is the captioned policy effective 5/1/2021 for an annual term. Briefly, the policy is outlined as follows:

Named Insureds: Oyster Bay – North Hempstead- Glen Cove Workforce
Development Board

Insured Location: 977 Hicksville Road, Hall South, Massapequa, NY 11758

GENERAL LIABILITY

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Legal Liability	\$1,000,000
Employee Benefit Liability	\$1,000,000 each incident
	\$2,000,000 Aggregate
Sexual Misconduct Liability	\$1,000,000 each incident
	\$2,000,000 Aggregate
Medical Expense Limit	\$ 10,000





SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901
www.salernoins.com

Page 2

May 24, 2021

The liability premium is based upon the following classification and estimated exposures:

Classification	Estimated Exposure
Building or Premises	6,000 square feet
Sexual or Physical Misconduct	Included
Employee Benefit Liability	8 employees

Key Liability Exclusion: Employment Practices Liability

Employment Practices Liability Coverage: This coverage is used to provide protection against lawsuits by employees alleging wrongful termination, discrimination, harassment or other specified employment related matters. Your General Liability Policy contains a specific Employment Practices Liability Exclusion. Please advise if you are interested in obtaining a quotation for this coverage, as a special application must be completed.

The annual premium for this policy is \$23,945, which was previously billed.

We are bringing to your attention an important policy condition:

Duties in the event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an occurrence or an offense which may result in a claim. To the extent possible, notice should include:

1. How, when and where the "occurrence" took place;
2. The names and addresses of any injured persons and witnesses; and
3. The nature and location of any injury or damage arising out of the "occurrence" or offense.

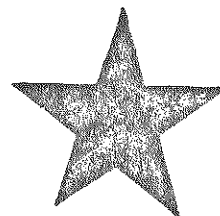
Please note that in the event of a loss, your right to insurance coverage is controlled by the terms, conditions, exclusions and limits of the insurance policy and therefore you should carefully read the policy and contact our office with any questions or requests for additional coverage.

Very truly yours,

Maryann K. Aiello

MKA;ag

Enc.



DATE 04/12/21	QUOTATION VALID FOR 30 DAYS OR EXPIRATION OF POLICY	NIF NUMBER VA0729-1												
NAME & MAILING ADDRESS OF APPLICANT <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> OYSTER BAY-NORTH HEMPSTEAD- GLEN COVE WORKFORCE DEVELOP BD 977 HICKSVILLE ROAD MASSAPEQUA, NY 11758 </div> <div style="width: 50%;"> MINICO INSURANCE AGENCY, LLC 10851 N. Black Canyon Highway, Suite 200 Phoenix, AZ 85029 (516) 365-7440 Fax (516) 365-7392 UNDERWRITER: LIZ WERNER </div> </div>														
BROKER SALERNO BRK CORP/TOWNS & VILL RISK MGMT /HEALTH & 117 OAK DRIVE SYOSSET, NY 11791-4625 maiello@salerminoins.com														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">EXPIRING INSURANCE COMPANY OHIO CASUALTY INS [*SS*]</td> </tr> <tr> <td colspan="2">EXPIRING POLICY NUMBER BLO2161056562</td> </tr> <tr> <td colspan="2">EXPIRATION DATE 05/01/21</td> </tr> <tr> <td>RENEWAL INSURANCE COMPANY AMERICAN FIRE & CASUALTY [*SS]</td> <td>CODE SF</td> </tr> </table>			EXPIRING INSURANCE COMPANY OHIO CASUALTY INS [*SS*]		EXPIRING POLICY NUMBER BLO2161056562		EXPIRATION DATE 05/01/21		RENEWAL INSURANCE COMPANY AMERICAN FIRE & CASUALTY [*SS]	CODE SF				
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EXPIRATION DATE 05/01/21														
RENEWAL INSURANCE COMPANY AMERICAN FIRE & CASUALTY [*SS]	CODE SF													
SOCIAL SERVICES PROGRAM														
<u>COMMERCIAL GENERAL LIABILITY</u> SIMPLIFIED OCCURRENCE FORM														
<table style="width: 100%;"> <tr> <td style="width: 33%;">GENERAL AGGREGATE</td> <td style="width: 33%;">\$2,000,000</td> <td style="width: 33%;">EACH OCCURRENCE LIMIT</td> <td style="width: 33%;">\$1,000,000</td> </tr> <tr> <td>PRODUCTS/COMPLETED OPS' AGG.</td> <td>\$2,000,000</td> <td>FIRE DAMAGE LIMIT</td> <td>\$1,000,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$1,000,000</td> <td>MEDICAL EXPENSE LIMIT</td> <td>\$20,000</td> </tr> </table>			GENERAL AGGREGATE	\$2,000,000	EACH OCCURRENCE LIMIT	\$1,000,000	PRODUCTS/COMPLETED OPS' AGG.	\$2,000,000	FIRE DAMAGE LIMIT	\$1,000,000	PERSONAL & ADV INJURY	\$1,000,000	MEDICAL EXPENSE LIMIT	\$20,000
GENERAL AGGREGATE	\$2,000,000	EACH OCCURRENCE LIMIT	\$1,000,000											
PRODUCTS/COMPLETED OPS' AGG.	\$2,000,000	FIRE DAMAGE LIMIT	\$1,000,000											
PERSONAL & ADV INJURY	\$1,000,000	MEDICAL EXPENSE LIMIT	\$20,000											
SEE THE LIBERTY MUTUAL COMMERCIAL INSURANCE PROPOSAL FOR COVERAGE, LIMITS, DEDUCTIBLES AND FORMS APPLICABLE PROFESSIONAL LIABILITY COVERAGE IS BEING QUOTED ON A SEPARATE POLICY. GL AND PROFESSIONAL MUST BOTH BE WRITTEN IN ORDER TO BIND.														
<u>EXCLUSIONS</u> SEE LIBERTY MUTUAL PROPOSAL														
<u>ADDITIONAL ENDORSEMENTS & CONDITIONS</u> SEE LIBERTY MUTUAL PROPOSAL														
<u>ITEMS REQUESTED</u> 1) SIGNED & DATED APPLICATION														
<u>ADDITIONAL COMMENTS</u> <div style="border: 1px solid black; padding: 5px;"> *SEE THE LIBERTY MUTUAL PROPOSAL ATTACHED* *POLICYHOLDER AGREES TO ACCEPT AN ELECTRONIC POLICY AND OTHER RELATED DOCUMENTS ISSUED BY LIBERTY; POLICYHOLDER MAY REQUEST A WRITTEN POLICY.* </div>														
We are accepting the quote and would like the premiums to be billed as: Please check one option: <input type="checkbox"/> Direct Bill to the Insured <input type="checkbox"/> Agency Billed														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">PREMIUM</td> <td style="width: 20%;">\$23,945.00</td> <td style="width: 20%;">DEPOSIT REQ</td> <td style="width: 20%;">\$7,982.00</td> </tr> <tr> <td></td> <td></td> <td>BROKER COMM</td> <td>15.000 %</td> </tr> </table>			PREMIUM	\$23,945.00	DEPOSIT REQ	\$7,982.00			BROKER COMM	15.000 %				
PREMIUM	\$23,945.00	DEPOSIT REQ	\$7,982.00											
		BROKER COMM	15.000 %											

PAGE

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QUOTATION

NIF NUMBER

VA0729-1

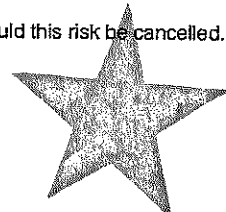
OYSTER BAY-NORTH HEMPSTEAD-

ORDER CONFIRMATION

Please bind/renew the captioned contract for our office as indicated above. We guarantee to pay any earned premium should this risk be cancelled.

Deposit premium of \$_____ is enclosed.

Date: _____ Broker: _____



Commercial Insurance Proposal

Prepared for
Account Number: 61056562

OYSTER BAY-NORTH HEMPSTEAD-GLEN

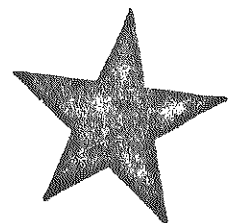
Presented by
MINICO INSURANCE AGENCY LLC

Date of Proposal: 04/12/2021

Policy Period: Effective Date: 05/01/2021
Expiration Date: 05/01/2022

Quote Numbers Included

General Liability - Occurrence: 61056562BLO2Q1
Underwriting Company: The Ohio Casualty Insurance Company¹



This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

¹ Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its affiliates. Policies may be written in the following stock insurance company subsidiaries: The Ohio Casualty Insurance Company, Ohio Security Insurance Company, American Fire & Casualty Company, and West American Insurance Company. Not all coverages or policies may be available in all states.

Commercial Insurance Proposal: Payment Plan Options

STANDARD DIRECT BILL OPTIONS:

Overview

We offer a broad range of standard Direct Bill payment plans to meet your needs and help you save time and money when paying your premiums. Self-service capabilities are available, 24/7, when you create an online direct bill account. You will have easy access to your claims information, policy documents, premium audit forms, risk control information and billing account, where you may enroll in automatic payments, make on-demand payments, sign up for paperless billing, view/print copies of your electronic notices, and more.

Automatic Payments may be enrolled in at any time. By agreeing to the paperless delivery of billing notices, you can enjoy the following benefits:

Save money:

- Eliminate service fees (EFT option only)
- Avoid late fees with automatic payments processed at the same time every month

Save time:

- Pay your premium all at once or in 12 equal installments
- Receive email notifications of automatic payment amounts for the scheduled payment dates
- Payments appear on your checking/card account statements for easy tracking

Simply have your agent enroll you at policy issuance or enroll anytime at mybusinessonline@libertymutual.com.

Automatic Payments using EFT (from checking account)

Annual	100% down
Monthly	12 equal monthly installments

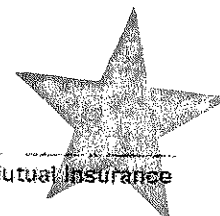
Automatic Payments using Credit/Debit Card (for accounts with total annual premium <\$25,000)

Annual	100% down
Monthly	12 equal monthly installments

Non-Automatic Payment Plans

Annual	100% down, no service fee
Quarterly	25% down, 3 equal installments at 90-day intervals
Monthly	2 months down, 10 equal monthly installments
Monthly	10% down, 9 equal installments at monthly intervals
Monthly for TX auto policies only	12 equal monthly installments

Variable service fees by state apply to the monthly Credit/Debit Card plan and the quarterly and monthly non-automatic plans.



YOUR WAY PAY™ DIRECT BILL OPTION (Select lines of business only)¹:**Overview**

Our pay-as-you-go option, powered by SmartPay™, allows you take control of your cash by providing you the ability to link your business activity to your premium payments. It is easy and convenient and offers these benefits for your pay-as-you-go business:

- Improved cash flow
- No down payment
- Real-time premium calculations based on actual data reported
- Automatic withdrawals of premium payments
- Reduction in audit exposure due to immediate premium calculations

Your Way Pay Plan

Report risk exposures as scheduled by policy type (e.g. for a WC policy, payroll is reported on payroll dates)

Payments

Withdrawal from your bank account is initiated automatically for the payment of premium

¹Not available for any risks in HI or Workers Compensation risks in ND, OH, WA, or WY

AGENCY BILL OPTIONS:**Overview**

We offer Agency Bill payment plans for specific-type policies or multi-line accounts where Direct Bill may not be the best option. Since the agent will bill and service these policies, there is no online account access or self-service capabilities available.

Agency Bill Payment Plans only (Required for Premium Finance policies; for accounts with total annual premium >\$25,000)

Annual	100% down
Quarterly	30% down, 3 equal installments at 90 day intervals
Monthly	30% down, 9 equal installments at monthly intervals
Monthly for TX auto policies only	12 equal monthly installments



Commercial Insurance Proposal: Premium Recap

General Liability Coverage	
General Liability Premium	\$23,602.00
Certified Acts of Terrorism Coverage ²	\$236.00
Total General Liability - Occurrence Premium	\$23,838.00

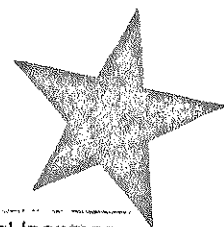
Account acceptability and final premium are subject to underwriting review and approval

²NP 72 42 Terrorism Insurance Premium Disclosure and Opportunity to Reject:

This quote includes coverage for Certified Acts of Terrorism (as defined in the Terrorism Risk Insurance Act ("TRIA")) for the lines of business referenced above with a premium charge. You may elect to reject this coverage for any Commercial Property, General Liability, Inland Marine, Commercial Protector (BOP), or Umbrella for losses resulting from a "certified act of terrorism" according to the instructions included within this document. Should you elect to reject this coverage, we will process an endorsement to your policy upon receipt of the signed rejection form.

Note this disclosure notice and rejection option does not apply to Workers Compensation, Crime, Professional Liability or Commercial auto coverage, if included in this quote. Please refer to the enclosed notice for additional information regarding this act, its effect regarding your policy coverage, and its impact on your premium.

Additional Note: The Certified Acts of Terrorism Coverage does not apply for any Commercial Auto, burglary and theft (i.e. Commercial Crime) or professional liability coverages quoted and a premium charge has not been included for these lines of business.



Commercial General Liability Proposal

POLICY LEVEL COVERAGES

Coverage Provided	Limit of Insurance
Each Occurrence Limit	\$1,000,000 Per Occurrence
General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal And Advertising Injury Limit	\$1,000,000 Any One Person or Organization
Damages To Premises Rented To You Limit	\$1,000,000 (Any One Fire or Explosion)
Medical Expense Limit	\$15,000 Any One Person

LOCATION EXPOSURES

Location	Class Description	Subject to General Aggregate	Exposure
977 Hicksville Rd # HALL South Massapequa, NY 11758	61227 - Buildings Or Premises - Office NOC - Not For Profit	+	6,000

A plus sign shown in the "SUBJECT TO GENERAL AGGREGATE" column means that coverage for Products and/or Completed Operations is included in the Premises/Operations coverage at no additional premium charge

OPTIONAL LIABILITY COVERAGES

Coverage Description	Limit of Insurance
CG9143 - Sexual Misconduct Liability	\$ Occurrence
• Each Sexual Misconduct Or Physical Abuse Act Limit/Sexual Misconduct	\$1,000,000/\$2,000,000
Or Physical Abuse Act Aggregate Limit	
• Deductible	\$0
FLAT CHARGE	Included
CG2026 - Designated Person or Organization	Included

GENERAL LIABILITY COVERAGE FORM INCLUDES:

Coverage Extension Supplemental Payments	Limit Of Insurance
Bail Bonds	\$250
Loss Of Earnings	\$250 per day

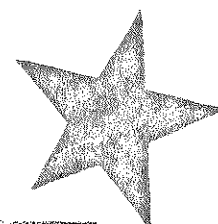
COMMERCIAL GENERAL LIABILITY EXTENSION

Coverage Description	Revised Limits of Insurance
Non-Owned Aircraft	Included
Non-Owned Watercraft	Included
Property Damage Liability - Elevators	Included
Extended Damage to Property Rented To You (Tenant's Property Damage)	Included
Medical Payments Extension	Included Within 3 Years Of

Coverage Description	Revised Limits of Insurance
Extension Of Supplementary Payments - Coverages A and B	The Date Of The Accident
Cost Of Bail Bonds	Included
Loss Of Earnings Due To Time Off Work While Assisting In The Investigation Of a Claim Or Suit	\$3,000
Additional Insureds - By Contract, Agreement Or Permit	\$500 a day
Primary and Non-Contributory - Additional Insured Extension	Included
Additional Insureds - Extended Protection of Your "Limits of Insurance"	Included
Who is An Insured - Incidental Medical Errors/Malpractice and Who Is An Insured - Fellow Employee Extension - Management Employees	Included
Newly Formed or Additionally Acquired Entities	Included
Failure To Disclose Hazards and Prior Occurrences	Included
Knowledge Of Occurrence, Offense, Claim Or Suit	Included
Liberalization Clause	Included
Bodily Injury Redefined	Included
Extended Property Damage	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us - When Required In a Contract Or Agreement With You	Included

This Quote is based on the following forms, which apply at the time of quote and may differ on policy issuance:

CG00010413 - Commercial GL Coverage Form - Occurrence
 CG01041204 - NY Changes Premium Audit
 CG01630417 - NY Changes - Commercial General Liability Coverage
 CG20260413 - Addtl Insd - Designated Person or Org
 CG21060514 - Excl Disclosure Confid Personal Info Lmt BI Except
 CG21160413 - Excl-Designated Professional Services
 CG21320509 - Communicable Disease Exclusion
 CG21460798 - Abuse or Molestation Exclusion
 CG21471207 - Employment Related Practices Excl
 CG21550989 - Total Pollution Exclusion With a Hostile Fire Exce
 CG21700115 - Cap on Losses from Certified Acts of Terrorism
 CG22921207 - Snow Plow Operations Cov
 CG24260413 - Amend of Insd Contract Definition
 CG26211091 - NY Change Transfer Duties When Limit Ins Used Up
 CG70020101 - General Endorsement
 CG85150903 - Exclusion - Professional Services
 CG88100413 - Commercial GL Liab Extension
 CG88601208 - Each Location General Aggregate Limit
 CG88861208 - Exclusion - Asbestos Liability
 CG92090115 - NY Sexual Misconduct Or Phys Abuse Act Lia Covg
 CG92480116 - Sexual Misconduct or Abuse Exclusion
 CG92790919 - NY CGL Enhancement For Nonprofit And Social Svcs
 CNI90110718 - Reporting A Commercial Claim 24 Hours A Day
 IL00171198 - Common Policy Conditions
 IL00230702 - Nuclear Energy Liability Exclusion End Broad Form
 IL02660114 - New York Changes -Cancellation and Nonrenewal
 LC88031014 - NY Changes-Punitive Or Exemplary Damages Exclusion
 NP10280916 - NP - Concerning Sexual Misconduct Liability Cov
 NP72420220 - NP-Terrorism Ins Prem Disclosure and Opp to Reject
 NP74260413 - NP - Fully Earned Minimum Premium Endorsements
 NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders
 NP94520315 - NP - GL Multistate Forms Revision Advisory
 NP94650413 - NP - ISO 04-13 GL Multistate Forms Revision
 NP96001014 - NP - GL Access Discl Of Confid Or Pers Info Excl
 SNI04010120 - NP - Liberty Mutual Group California Privacy Notice



STATE FRAUD NOTICES

The following must be provided to the applicant either by use of this proposal, by reproduction in a proposal by the Producer or by use of a current ACORD application or its equivalent.

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)¹ presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)¹ presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. ¹Applies in MD Only

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)². ²Applies in FL Only

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)³. ³Applies in NY Only

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)⁴ include imprisonment, fines and denial of insurance benefits. ⁴Applies in ME Only

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years



TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per calendar year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

(i) to be an act of terrorism,

(ii) to be a violent act or an act that is dangerous to

- (I) human life;
- (II) property; or
- (III) infrastructure;

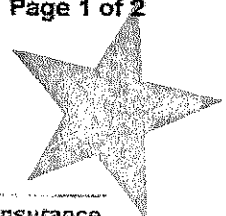
(iii) to have resulted in damage within the United States, or outside of the United States in the case of

- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
- (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion

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Page 1 of 2



REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT **Please ensure any rejection is received within thirty(30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Named Insured
OYSTER BAY-NORTH HEMPSTEAD-GLEN

Policy Number
BLO(22)61056562

Policy Effective/Expiration Date
05-01-2021/05-01-2022

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

NOTE: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

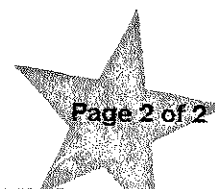
The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

NP 72 42 02 20

MINICO INSURANCE AGENCY LLC

Liberty Mutual Insurance



Commercial Insurance Proposal

Prepared for

Account Number: 61056562

OYSTER BAY-NORTH HEMPSTEAD-GLEN

Presented by:

MINICO INSURANCE AGENCY LLC

Date of Proposal:

04/12/2021

Policy Period:

Effective Date: 05/01/2021

Expiration Date: 05/01/2022

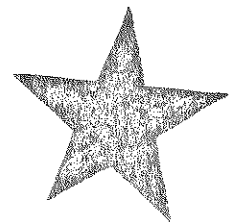
Quote Numbers Included

Employee Benefits:

61056562BIO2Q1

Underwriting Company:

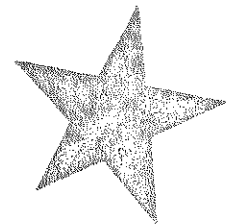
The Ohio Casualty Insurance Company¹



This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

¹ Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its affiliates. Policies may be written in the following stock insurance company subsidiaries: The Ohio Casualty Insurance Company, Ohio Security Insurance Company, American Fire & Casualty Company, and West American Insurance Company. Not all coverages or policies may be available in all states.



Commercial Insurance Proposal: Payment Plan Options

STANDARD DIRECT BILL OPTIONS:

Overview

We offer a broad range of standard Direct Bill payment plans to meet your needs and help you save time and money when paying your premiums. Self-service capabilities are available, 24/7 when you create an online direct bill account. You will have easy access to your claims information, policy documents, premium audit forms, risk control information and billing account where you may enroll in automatic payments, make on-demand payments, sign up for paperless billing, view/print copies of your electronic notices, and more.

Automatic Payments may be enrolled in at any time. By agreeing to the paperless delivery of billing notices, you can enjoy the following benefits:

Save money:

- Eliminate service fees (EFT option only)
- Avoid late fees with automatic payments processed at the same time, every month

Save time:

- Pay your premium all at once or in 12 equal installments
- Receive email notifications of automatic payment amounts for the scheduled payment dates
- Payments appear on your checking/card account statements for easy tracking

Simply have your agent enroll you at policy issuance or enroll anytime at mybusinessonline@libertymutual.com

Automatic Payments using EFT (from checking account)

Annual	100% down
Monthly	12 equal monthly installments

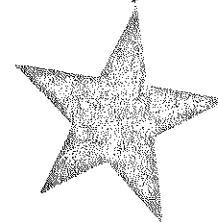
Automatic Payments using Credit/Debit Card (for accounts with total annual premium <\$25,000)

Annual	100% down
Monthly	12 equal monthly installments

Non-Automatic Payment Plans

Annual	100% down, no service fee
Quarterly	25% down, 3 equal installments at 90-day intervals
Monthly	2 months down, 10 equal monthly installments
Monthly	10% down, 9 equal installments at monthly intervals
Monthly for TX auto policies only	12 equal monthly installments

Variable service fees, by state, apply to the monthly Credit/Debit Card plan and the quarterly and monthly non-automatic plans



YOUR WAY PAY™ DIRECT BILL OPTION (Select lines of business only)¹:**Overview**

Our pay-as-you-go option, powered by SmartPay™, allows you take control of your cash by providing you the ability to link your business activity to your premium payments. It is easy and convenient and offers these benefits for your pay-as-you-go business:

- Improved cash flow
- No down payment
- Real-time premium calculations based on actual data reported
- Automatic withdrawals of premium payments
- Reduction in audit exposure due to immediate premium calculations

Your Way Pay Plan

Report risk exposures as scheduled by policy type (e.g. for a WC policy, payroll is reported on payroll dates).

Payments

Withdrawal from your bank account is initiated automatically for the payment of premium.

¹Not available for any risks in HI or Workers Compensation risks in ND, OH, WA, or WY.

AGENCY BILL OPTIONS:**Overview**

We offer Agency Bill payment plans for specific-type policies or multi-line accounts where Direct Bill may not be the best option. Since the agent will bill and service these policies, there is no online account access or self-service capabilities available.

Agency Bill Payment Plans only (Required for Premium Finance policies; for accounts with total annual premium >\$25,000)

Annual	100% down
Quarterly	30% down, 3 equal installments at 90 day intervals
Monthly	30% down, 9 equal installments at monthly intervals
Monthly for TX auto policies only	12 equal monthly installments



Commercial Insurance Proposal: Premium Recap

Employee Benefits Coverage:

Employee Benefits Premium

\$106.00

Total Employee Benefits Premium**\$107.00**

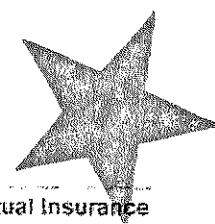
Account acceptability and final premium are subject to underwriting review and approval

²NP 72 42 Terrorism Insurance Premium Disclosure and Opportunity to Reject:

This quote includes coverage for Certified Acts of Terrorism (as defined in the Terrorism Risk Insurance Act ("TRIA")) for the lines of business referenced above with a premium charge. You may elect to reject this coverage for any Commercial Property, General Liability, Inland Marine, Commercial Protector (BOP), or Umbrella for losses resulting from a "certified act of terrorism" according to the instructions included within this document. Should you elect to reject this coverage, we will process an endorsement to your policy upon receipt of the signed rejection form.

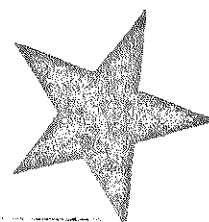
Note this disclosure notice and rejection option does not apply to Workers Compensation, Crime, Professional Liability or Commercial auto coverage if included in this quote. Please refer to the enclosed notice for additional information regarding this act, its effect regarding your policy coverage, and its impact on your premium.

Additional Note: The Certified Acts of Terrorism Coverage does not apply for any Commercial Auto, burglary and theft (i.e. Commercial Crime) or professional liability coverages quoted and a premium charge has not been included for these lines of business.



Commercial General Liability Proposal

Employee Benefits Coverage	Limit of Insurance
Each Employee	\$1,000,000
Aggregate Limit	\$2,000,000
Deductible Basis	Per Claim
Deductible Amount	\$1,000



This Quote is based on the following forms, which apply at the time of quote and may differ on policy issuance:

OG01041204 - NY Changes Premium Audit
CG80061009 - Employee Benefits Liability Cov Form
CG84210412 - New York Changes - Legal Action Against Us
CG84231099 - NY Changes - Transfer Duties Ins Limit Used-Claims
CG84410412 - NY Changes - Employee Benefits Liability
CG84451099 - NY Changes-Limits of Ins Employee Benefit Liab
CG84670400 - New York Changes - Definitions
CNI90110718 - Reporting A Commercial Claim 24 Hours A Day
IL00171198 - Common Policy Conditions
IL00230702 - Nuclear Energy Liability Exclusion End Broad Form
IL88360115 - Cap On Losses From Certified Acts Of Terrorism
LC88031014 - NY Changes-Punitive Or Exemplary Damages Exclusion
NP72420220 - NP-Terrorism Ins Prem Disclosure and Opp to Reject
NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders
NP74500107 - NP - Audit Information
NP90940412 - NP - Concerning Claims Made Emp Benefits Liab Cov
SNI04010120 - NP - Liberty Mutual Group California Privacy Notice



STATE FRAUD NOTICES

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Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)¹ presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)¹ presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. ¹Applies in MD Only

Applicable in CO

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony (of the third degree).² ²Applies in FL Only

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation).³ ³Applies in NY Only

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)⁴ include imprisonment, fines and denial of insurance benefits. ⁴Applies in ME Only

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances (be) present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.



TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per calendar year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to

- (I) human life;
- (II) property; or
- (III) infrastructure;

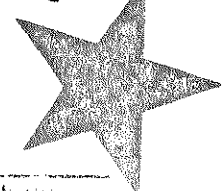
(iii) to have resulted in damage within the United States, or outside of the United States in the case of

- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
- (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion

NP 72 42 02 20

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REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT. **Please ensure any rejection is received within thirty(30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Named Insured
OYSTER BAY-NORTH HEMPSTEAD-GLEN

Policy Number
BIO(22)61056562

Policy Effective/Expiration Date
05-01-2021/05-01-2022

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

NOTE: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

NP 72 42 02 20

MINICO INSURANCE AGENCY LLC

Liberty Mutual Insurance

Page 2 of 2

DATE 04/12/21	QUOTATION VALID FOR 30 DAYS OR EXPIRATION OF POLICY	NIF NUMBER VA0731-1
NAME & MAILING ADDRESS OF APPLICANT OYSTER BAY-NORTH HEMPSTEAD GLEN COVE WORKFORCE DEVELOP BD 977 HICKSVILLE ROAD MASSAPEQUA, NY 11758		MINICO INSURANCE AGENCY, LLC 10851 N. Black Canyon Highway, Suite 200 Phoenix, AZ 85029 (516) 365-7440 Fax (516) 365-7392 UNDERWRITER: LIZ WERNER
BROKER SALERNO BRK CORP/TOWNS & VILL RISK MGMT /HEALTH & 117 OAK DRIVE SYOSSET, NY 11791-4625 maiello@salernoins.com		EXPIRING INSURANCE COMPANY GENERAL INS'CO OF AMERICA [SS] EXPIRING POLICY NUMBER LP7768822U EXPIRATION DATE 05/01/21 RENEWAL INSURANCE COMPANY GENERAL INS CO OF AMERICA [SS]
		CODE 8G

SOCIAL SERVICES PROGRAM

COVERAGES
PROFESSIONAL LIABILITY POLICY

LIMITS
\$1,000,000 EACH PROFESSIONAL INCIDENT
\$2,000,000 AGGREGATE

TERMS AND CONDITIONS

EXCLUSIONS: POLLUTION, MEDICAL DOCTORS, SEXUAL MISCONDUCT LIABILITY,
COMMUNICABLE DISEASE EXCL
SM6161 NY INSURPLUS PRO ENDORSEMENT WILL ATTACH (AS EXPIRING)

ITEMS REQUESTED
1) SIGNED & DATED APPLICATION

ADDITIONAL COMMENTS

PROFESSIONAL LIABILITY QUOTE MUST BE ACCEPTED ALONG WITH THE GENERAL
LIABILITY THROUGH LIBERTY/SAFECO IN ORDER TO BIND.

NAMED INSURED:
OYSTER BAY - NORTH HEMPSTEAD - GLEN COVE WORKFORCE DEVELOPMENT BOARD
*POLICYHOLDER AGREES TO ACCEPT AN ELECTRONIC POLICY AND OTHER RELATED
DOCUMENTS ISSUED BY LIBERTY; POLICYHOLDER MAY REQUEST A WRITTEN POLICY.*

We are accepting the quote and would like the premiums to be billed as:
Please check one option:
☐ Direct Bill to the Insured ☐ Agency Billed

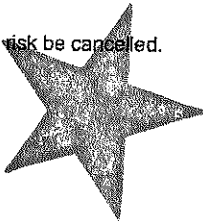
PREMIUM	\$3,583.00	DEPOSIT REQ	\$1,194.00
		BROKER COMM	15.000 %

ORDER CONFIRMATION

Please bind/renew the captioned contract for our office as indicated above. We guarantee to pay any earned premium should this risk be cancelled.

Deposit premium of \$ _____ is enclosed.

Date: _____ Broker: _____



JOSEPH SALADINO
SUPERVISOR



Frank V. Sammartano
COMMISSIONER

DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS
977 HICKSVILLE ROAD
MASSAPEQUA, NEW YORK 11758
516-797-4197
FAX-516-797-7862

April 27th, 2021

**REQUEST FOR PROPOSAL FOR QUOTES FOR
GENERAL & PROFESSIONAL LIABILITY POLICY**

Deadline of May 14th 2021 10 a.m.

To Whom It May Concern:

The Oyster Bay-Glen Cove-North Hempstead Local Workforce Development Board General Liability & Professional Liability Policy comes up for renewal on May 15th 2021.

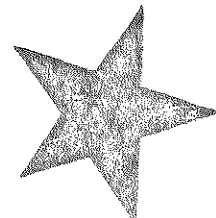
Our current policy has a limit of liability of \$1,000,000.00 per occurrence, with a general aggregate limit of \$2,000,000.00.

We would prefer to keep the limits as outlined above, and will consider a multi-year policy in order to reduce our premiums. We do require that insurance companies providing coverage be rated no lower than "A" with a minimum size rating of 8 out of 15.

If you have any interest in providing a quote, kindly contact the undersigned upon receipt of this letter, so that we can set up an appointment to review any records necessary, in order for you to submit a quotation on or before May 14th, 2021 10 a.m. If you have any questions please call John Sarcone 516-797-7973 or email jsarcone@oysterbay-ny.gov.

Very truly yours,

Frank Sammartano
Commissioner IGA
Town of Oyster Bay



Angela Graziano

From: Maryann Aiello
Sent: Friday, May 21, 2021 11:29 AM
To: Angela Graziano
Cc: Nicole Morton
Subject: pls fax to Lisa Block @ Oyster Bay Workforce today asap thank you!

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Fax number: 516-797-7862

Hi John and Lisa,

I am sending this to you as my emails with or without attachments are now being blocked. I understand that you will contact IT to hopefully resolve this but need this information today.

The invoices and policies are on their way to your office in hard copy. Can you also please advise your interest on the following:

Coverage Options:

We are pleased to advise on the following coverages that the Workforce Board presently does not have for consideration:

Hired and Non-Owned Auto Liability: Hired and Non-Owned Auto protects the named insured should the insured get sued due to the use of a Non-owned car (such as an employee using their own vehicle for business) and a hired car (such as a rented vehicle or a contracted vehicle for a trip for example.)

Employment Practices Liability Coverage: This coverage is used to provide protection against lawsuits by employees alleging wrongful termination, discrimination, harassment or other specified employment related matters.

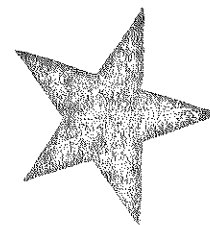
Cyber insurance generally covers your liability for a data breach involving sensitive information, such as Social Security numbers, credit card numbers, account numbers, driver's license numbers and health records.

Crime: Provides coverage for commercial and governmental entities. Available coverages address loss of money, securities, and other assets resulting from dishonesty, theft or fraud (including computer fraud).

Also, to confirm, I have been able to renew the current policies for May 1, 2021-22. The carrier worked with us to keep the date May 1 and not May 15 in good faith since you renewed.

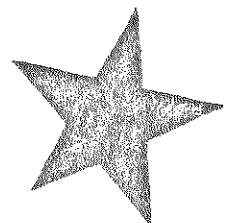
Have a great day!

Best,
Maryann K. Aiello, Esq.



General Counsel
Salerno Brokerage Corp.
117 Oak Drive
Syosset, NY 11791
516-364-4044 ext. 202
516-364-5901 Fax
maiello@salernoins.com

This message, including any attachments, contains information for use only by the intended recipient and may be legally privileged, confidential, and/or exempt from disclosure. If you received this message in error, please notify the sender immediately and permanently delete this message. Any unauthorized review, use, disclosure, interception, or distribution is strictly prohibited. Unless explicitly stated otherwise, this e-mail is not a contract offer, amendment, or acceptance.

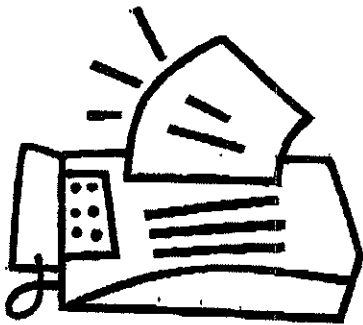




5/21/2021 11:02 FAX 5163645901

Salerno Brokerage Corp

001

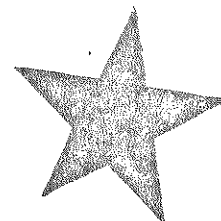


SALERNO BROKERAGE CORP.

117 Oak Drive, Syosset, New York 11791
(516) 364-4044 FAX (516) 364-5901

TO: Lisa Block FROM: Maryann Aiello
COMPANY: Oyster Bay Workforce DATE: _____
FAX #: 516-797-7862 TOTAL # OF PAGES INCLUDING COVER 3
PHONE #: _____ RE: Coverage options

This message contains information for use only by the intended recipient and may be legally privileged, confidential, and/or exempt from disclosure. If you received this message in error, please notify the sender immediately and permanently delete this message. Any unauthorized review, use, disclosure, interception, or distribution is strictly prohibited. Unless explicitly stated otherwise, this facsimile is not a contract offer, amendment, nor acceptance.



WHEREAS, by Resolution No. 109-1970, adopted on February 17, 1970, the Town Board granted a special use permit to erect and maintain an office building on premises partially zoned Light Industry (4) and partially zoned One-Family Residential (R1-7), said premises being located at 185 Central Avenue, Bethpage, New York, and described as Section 49, Block 293, Lots 37, 50, and 51, on the Land and Tax Map of Nassau County; and

WHEREAS, by Resolution No. 232-70, adopted on March 24, 1970, the Town Board imposed conditions on the issuance of a building permit pursuant to the Special Use Permit granted by Resolution No. 109-1970; and

WHEREAS, by Resolution No. 3-2021, adopted on January 12, 2021, the Town Board granted the application of SPIV BETHPAGE, LLC, fee owner, for site plan approval to construct a new parking area to accommodate the existing as-of-right office building use on premises located at 185 Central Avenue, Bethpage, New York, and described as Section 49, Block 293, Lots 37, 50, and 51, on the Land and Tax Map of Nassau County;

WHEREAS, SPIV BETHPAGE, LLC, has now petitioned the Town Board for approval of an amended site plan in order to allow for removal of proposed trees to be replaced with shrubs throughout the site while adding additional landscaping to the front of the property, and to allow for a reduction in the amount of screening for rooftop mechanicals required by the Code of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated May 25, 2021, advised that the Department of Planning and Development has reviewed the following twelve (12) drawings prepared by Suzanna Silverstein, P.E., four (4) drawings prepared by Andrew Kelly, R.L.A., one (1) drawing prepared by Christopher Danforth, P.L.S., and two (2) drawings prepared by Paul Drago, A.I.A.,:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>DATED</u>
C1.01	Legends and General Notes	Suzanna Silverstein, P.E.	05/12/2021
C2.00	Overall Layout and Materials Plan	Suzanna Silverstein, P.E.	05/12/2021
C2.01	Layout and Materials Plan – South	Suzanna Silverstein, P.E.	05/12/2021
C2.02	Layout and Materials Plan – North	Suzanna Silverstein, P.E.	05/12/2021
C3.00	Overall Grading and Drainage Plan	Suzanna Silverstein, P.E.	05/12/2021
C3.01	Grading and Drainage Plan – South	Suzanna Silverstein, P.E.	05/12/2021

DRS
Reviewed By
Office of Town Attorney

Thomas M. Moller

Resolution No. 324-2021

C3.02	Grading and Drainage Plan – North	Suzanna Silverstein, P.E.	05/12/2021
C5.01	Erosion and Sediment Control Plan	Suzanna Silverstein, P.E.	05/12/2021
C6.01	Site Details – 1	Suzanna Silverstein, P.E.	05/12/2021
C6.02	Site Details – 2	Suzanna Silverstein, P.E.	05/12/2021
L1.01	Planting Plan – South	Andrew Kelly, R.L.A.	05/12/2021
L1.02	Planting Plan – North	Andrew Kelly, R.L.A.	05/12/2021
L2.01	Planting Notes and Details	Andrew Kelly, R.L.A.	05/12/2021
L3.00	Snow Management Plan	Andrew Kelly, R.L.A.	05/12/2021
L4.01	Lighting Plan South	Suzanna Silverstein, P.E.	05/12/2021
R1.01	500' Radius Map	Suzanna Silverstein, P.E.	05/12/2021
SV.01	Topographic and Utilities Plan	Christopher Danforth, P.L.S.	05/12/2021
A=202A.00	North & South Elevations – No Roof Screens	Paul Drago, A.I.A.	05/06/2021
A=202B.00	East & West Elevations – No Roof Screens	Paul Drago, A.I.A.	05/06/2021

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by Inter-Departmental Memorandum dated May 20, 2021, submitted an environmental report with respect to the subject proposed action pursuant to Article 8 of the New York State Environmental Conservation Law, ("SEQR"), and its implementing regulations at 6 NYCRR Part 617, and the Town Environmental Quality Review ("TEQR") law, at Chapter 110 of the Oyster Bay Town Code, which report classifies the subject proposed action as Type II under SEQRA and indicates that such action will not have a significant impact on the environment or is otherwise precluded from environmental review under SEQRA and its implementing regulations,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the recommendation of the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, and determines that the proposed action is deemed to fall under the New York State Environmental Conservation Law, ("SEQR"). 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 9, relative to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communications

or microwave transmission facilities” and does not require the completion of an Environmental Impact Statement, or any other procedural activities pursuant to SEQR/TEQR; and it is further

NOW, THEREFORE, BE IT RESOLVED, That the request by SPIV BETHPAGE, LLC., fee owner, for approval of an amended site plan in order to allow for removal of proposed trees to be replaced with shrubs throughout the site while adding additional landscaping to the front of the property, and to allow for a reduction in the amount of screening for rooftop mechanicals required by the Code of the Town of Oyster Bay, for premises located at 185 Central Avenue, Bethpage, New York, Town of Oyster Bay, County of Nassau, New York, and designated as Section 49, Block 293, Lots 37, 50, and 51, on the Land and Tax Map of Nassau County, be APPROVED, and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, May 25, 2021, the nineteen (19) drawings described herein are hereby approved.

#

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

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

14

324

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING & DEVELOPMENT

DATE: MAY 25, 2021

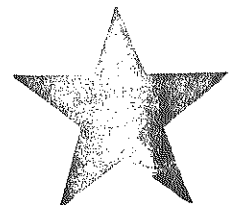
SUBJECT: SITE PLAN AMENDMENT
SPIV BETHPAGE, LLC
185 CENTRAL AVENUE
BETHPAGE, N.Y. 11714
SEC. 49 BLK. 293 LOT 37, 50 AND 51
ZONE: LIGHT INDUSTRY (LI) AND ONE-FAMILY RESIDENCE (R1-7)
SITE PLAN APPLICATION NUMBER: SP 14-20

This Department is in receipt of correspondence, dated March 24, 2021, from Michael Sahn, Esq., on behalf of SPIV Bethpage, LLC. (Property Owner), requesting an amended Site Plan Approval for the above referenced property.

Previously, this site was granted a Special Use Permit through Town Board Resolution Number 109-70, dated February 17, 1970 to erect and maintain an office building on a premises that was zoned Light Industry (LI). Restrictive Covenants associated with said Resolution required that, "...prior to an issuance of a building permit, a landscape architect's plan and a site plan containing, in addition to other information customarily included in a site plan, height and number of stories of proposed building, parking plan, lighting plan, be submitted to the Town Board for its approval." Subsequent to that, the applicant received Town Board Approval by Resolution Number 3-2021, dated January 12, 2021 to amend the Site Plan in order to construct a new parking area to accommodate the existing as-of-right office use. Currently, the Applicant is requesting to make modifications to the approved Site Plan as outlined by the letter submitted by Andrew Kelly, RLA of VHB Engineering, Surveying, Landscape Architecture, and Geology dated May 13, 2021. Review of the proposed changes show that the Applicant is requesting to remove approximately 150 of the proposed trees and replace them with shrubs throughout the Site while adding additional landscaping to the front of the property. In addition, the Applicant is requesting to reduce the amount of screening for rooftop mechanicals as is required by the Code of the Town of Oyster Bay. Due to these changes, the relief that was previously provided to the Applicant regarding landscaped buffer areas will be rescinded and approval by the Zoning Board of Appeals is required. As per Restrictive Covenant Number 1 of Town Board Resolution Number 109-70, prior to the issuance of any building permit, a Site Plan must be submitted to the Town Board for approval.

This Department has reviewed the following twelve (12) drawings prepared by Suzanna Silverstein, P.E., four (4) drawings as prepared by Andrew Kelly, R.L.A., one (1) drawing prepared by Christopher Danforth, P.L.S. and two (2) drawings prepared by Paul Drago, A.I.A. are identified as follows:

DRWG. NO.	TITLE:	PREPARED BY:	REVISED DATE:
C1.01	Legends and General Notes	Suzanna Silverstein, P.E.	05/12/21
C2.00	Overall Layout and Materials Plan	Suzanna Silverstein, P.E.	05/12/21
C2.01	Layout and Materials Plan – South	Suzanna Silverstein, P.E.	05/12/21
C2.02	Layout and Materials Plan – North	Suzanna Silverstein, P.E.	05/12/21
C3.00	Overall Grading and Drainage Plan	Suzanna Silverstein, P.E.	05/12/21
C3.01	Grading and Drainage Plan- South	Suzanna Silverstein, P.E.	05/12/21
C3.02	Grading and Drainage Plan- North	Suzanna Silverstein, P.E.	05/12/21




C5.01	Erosion and Sediment Control Plan	Suzanna Silverstein, P.E.	05/12/21
C6.01	Site Details – 1	Suzanna Silverstein, P.E.	05/12/21
C6.02	Site Details – 2	Suzanna Silverstein, P.E.	05/12/21
L1.01	Planting Plan - South	Andrew Kelly, R.L.A.	05/12/21
L1.02	Planting Plan - North	Andrew Kelly, R.L.A.	05/12/21
L2.01	Planting Notes and Details	Andrew Kelly, R.L.A.	05/12/21
L3.00	Snow Management Plan	Andrew Kelly, R.L.A.	05/12/21
L4.01	Lighting Plan South	Suzanna Silverstein, P.E.	05/12/21
R1.01	500' Radius Map	Suzanna Silverstein, P.E.	05/12/21
SV.01	Topographic and Utilities Plan	Christopher Danforth, P.L.S.	05/12/21
A-202A.00	North & South Elevations-No Roof Screens	Paul Drago, A.I.A.	05/06/21
A-202B.00	East & West Elevations-No Roof Screens	Paul Drago, A.I.A.	05/06/21

Also submitted for your review are the following documents:

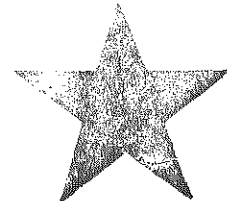
1. Town Board Resolution Number 3-2021, dated January 12, 2021.
2. Town Board Resolution Number 232-70, dated March 24, 1970.
3. Town Board Resolution Number 109-70, dated February 17, 1970.
4. Memorandum from George Baptista, Deputy Commissioner, Department of Environmental Resources, dated May 20, 2021.
5. Letter from Michael Sahn, Esq., Sahn Ward PLLC, dated March 24, 2021.
6. Andrew Kelly, RLA, ASLA, VHB Engineering, Surveying, Landscape Architecture, and Geology dated May 13, 2021.

In addition to the above, it is the recommendation of this Department that, due to the fact that this is an "as-of-right" use for the subject property, further alterations/revisions/amendments to the plans as submitted that are deemed minor in nature by the Commissioner of Planning and Development can be approved without notifying the Town Board in order to expedite nominal changes.

This Department has reviewed the amended Site Plans for the above-captioned property using the standards and requirements of Chapter 246 (Zoning) of the Code of the Town of Oyster Bay. The Department's review finds that the proposed amended Site Plans are in conformance with the guidelines of Chapter 246. Therefore, I recommend the Town Board approve the amended Site Plans herein enumerated in accordance with Chapter 246 of the Code of the Town of Oyster Bay and amend the previous Site Plan Approval granted by Town Board Resolution Number 3-2021.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM:jv
Encls.
cc: Legislative Affairs



Meeting of January 12, 2021

Resolution No. 3-2021

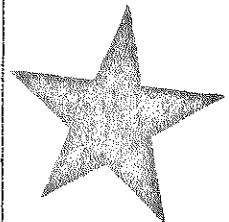
WHEREAS, by Resolution No. 109-1970, adopted on February 17, 1970, the Town Board granted a special use permit to erect and maintain an office building on premises partially zoned Light Industry (4) and partially zoned One-Family Residential (R1-7), said premises being located at 185 Central Avenue, Bethpage, New York, and described as Section 49, Block 293, Lots 37, 50, and 51, on the Land and Tax Map of Nassau County; and

WHEREAS, SPIV Bethpage, LLC, fee owner of the subject premises, has submitted an amended site plan for approval in order to construct a new parking area to accommodate the existing as-of-right office building use; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated December 14, 2020, advised that the Department of Planning and Development has reviewed the following twelve (12) drawings prepared by Suzanna Silverstein, P.E., four (4) drawings prepared by Andrew Kelly, R.L.A., one (1) drawing prepared by Christopher Danforth, P.L.S., and eight (8) drawings prepared by Paul Drago, A.I.A.;

SHEET NO.	TITLE	PREPARED BY	DATED
C1.01	Legends and General Notes	Suzanna Silverstein, P.E.	11/03/2020
C2.00	Overall Layout and Materials Plan	Suzanna Silverstein, P.E.	11/03/2020
C2.01	Layout and Materials Plan – South	Suzanna Silverstein, P.E.	11/03/2020
C2.02	Layout and Materials Plan – North	Suzanna Silverstein, P.E.	11/03/2020
C3.00	Overall Grading and Drainage Plan	Suzanna Silverstein, P.E.	11/03/2020
C3.01	Grading and Drainage Plan – South	Suzanna Silverstein, P.E.	11/03/2020
C3.02	Grading and Drainage Plan – North	Suzanna Silverstein, P.E.	11/03/2020
C5.01	Erosion and Sediment Control Plan	Suzanna Silverstein, P.E.	11/03/2020
C6.01	Site Details – 1	Suzanna Silverstein, P.E.	11/03/2020
C6.02	Site Details – 2	Suzanna Silverstein, P.E.	11/03/2020
L1.01	Planting Plan – South	Andrew Kelly, R.L.A.	11/03/2020
L1.02	Planting Plan – North	Andrew Kelly, R.L.A.	11/03/2020
L2.01	Planting Notes and Details	Andrew Kelly, R.L.A.	11/03/2020
L3.00	Snow Management Plan	Andrew Kelly, R.L.A.	11/03/2020
L4.01	Lighting Plan South	Suzanna Silverstein, P.E.	11/03/2020
R1.01	500' Radius Map	Suzanna Silverstein, P.E.	8/20/2020
SV.01	Topographic and Utilities Plan	Christopher Danforth, P.L.S.	8/20/2020
G-000.00	General Information	Paul Drago, A.I.A.	8/20/2020
G-001.00	Drawing List	Paul Drago, A.I.A.	8/20/2020
A-101.00	Ground Floor Overall Plan	Paul Drago, A.I.A.	8/20/2020

Reviewed By
Office of Town Attorney
Michael Drago



Resolution No. 3-2021

G-000.00	General Information	Paul Drago, A.I.A.	8/20/2020
G-001.00	Drawing List	Paul Drago, A.I.A.	8/20/2020
A-101.00	Ground Floor Overall Plan	Paul Drago, A.I.A.	8/20/2020
A-102.00	Second Floor Overall Plan	Paul Drago, A.I.A.	8/20/2020
A-103.00	Third Floor Overall Plan	Paul Drago, A.I.A.	8/20/2020
A-104.00	Roof Plan	Paul Drago, A.I.A.	8/10/2020
A-200.00	North & South Elevations	Paul Drago, A.I.A.	8/20/2020
A-201.00	East & West Elevations	Paul Drago, A.I.A.	8/20/2020

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by Inter-Departmental Memorandum dated October 27, 2020, submitted an environmental report with respect to the subject proposed action pursuant to Article 8 of the New York State Environmental Conservation Law, State Environmental Quality Review Act ("SEQRA"), and its implementing regulations at 6 NYCRR Part 617, and the Town Environmental Quality Review ("TEQR") law, at Chapter 110 of the Oyster Bay Town Code, which report classifies the subject proposed action as Type II under SEQRA and indicates that such action will not have a significant impact on the environment or is otherwise precluded from environmental review under SEQRA and its implementing regulations,

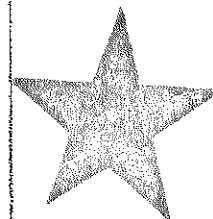
NOW, THEREFORE, BE IT RESOLVED, That the request by SPIV Bethpage, LLC., fee owner, that the site plan for premises located at 185 Central Avenue, Bethpage, New York, Town of Oyster Bay, County of Nassau, New York, and designated as Section 49, Block 293, Lots 37, 50, and 51, on the Land and Tax Map of Nassau County, be APPROVED, and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, December 14, 2020, the twenty-five (25) drawings described herein are hereby approved.

-#-

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

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



Meeting of March 24, 1970

RESOLUTION #232-70

WHEREAS, on February 17, 1970, the Town Board of the Town of Oyster Bay by resolution numbered 109-70 granted to MICHAEL FORTE special permission to erect and maintain an office building on certain premises described at length in said resolution; and

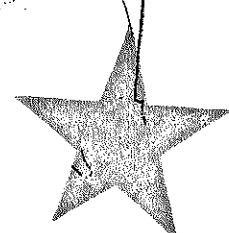
WHEREAS, in connection with the granting of said special permission, the Town Board imposed the condition that prior to the issuance of a building permit, a landscape architect's plan and a site plan be submitted to the Town Board for its approval containing the information mentioned in said condition set forth in said resolution; and

WHEREAS, a "Site Plan" has been submitted for such landscaping and the Director of the Department of Building and Zoning by memorandum to the Town Board and dated March 20, 1970 has recommended that the said Town Board approve the said "Site Plan",

NOW, THEREFORE, BE IT RESOLVED, That the aforesaid "Site Plan" designated drawing #1, project no. 1445 bearing the seal of landscape architect, James M. Huntley, Sr., and the name of Donald F. Pollitt, Inc. and the date of March 10, 1970 submitted herein be and the same hereby is APPROVED.

RESOLUTION ADOPTED: ALL PRESENT VOTING AYE.

cc: Supervisor
Town Board
Town Attorney
Building Dept.
Public Information



Meeting of February 17, 1970

P-1-70
RESOLUTION #109-70

RESOLVED, that the application of MICHAEL FORTE for special permission to erect and maintain an office building on the premises described below be and the same hereby is GRANTED:

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

Beginning at the corner formed by the southerly right-of-way taking line of Central Avenue and the westerly right-of-way taking line of Wantagh-Oyster Bay Expressway as said right-of-way taking lines are shown on Map of Wantagh-Oyster Bay Expressway, Map No. 819; running thence South 12 degrees 43 minutes 38 seconds west along the aforesaid right-of-way taking line of Wantagh-Oyster Bay Expressway, 827.96 feet to land now or formerly of Bethpage Water District; thence North 85 degrees 32 minutes 08 seconds west along the last mentioned land, 217.07 feet to a monument; thence North 7 degrees 19 minutes east, 2.86 feet; thence North 8 degrees 35 minutes 56 seconds east, 398.84 feet; thence North 17 degrees 36 minutes 00 seconds east, 634.71 feet to the aforesaid right-of-way taking line of Central Avenue; thence South 34 degrees 47 minutes 06 seconds east along the aforesaid right-of-way taking line of Central Avenue, 257.49 feet to the point or place of Beginning.

Excepting Therefrom a strip of land approximately 6 feet in width which has been acquired by the County of Nassau for the widening of Central Avenue.

Said premises are also known and designated on the Nassau County Land and Tax Map as being in Section 49, Block A, Lot 726.

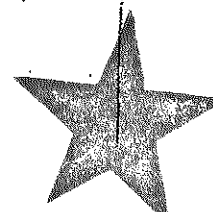
UPON THE FOLLOWING CONDITIONS AND RESTRICTIONS:

1. That prior to the issuance of a building permit, a landscape architect's plan and a site plan containing, in addition to other information customarily included in a site plan, height and number of stories of proposed building, parking plan, lighting plan, be submitted to the Town Board for its approval.

2. That no sanitation pick-up be permitted between the hours of 7 p.m. and 7 a.m. on any day of the week.

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

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



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

May 20, 2021

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

FROM: GEORGE BAPTISTA, JR., DEPUTY COMMISSIONER,
DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT: PROPOSED SITE IMPROVEMENTS FOR 185 CENTRAL AVENUE, BETHPAGE;
CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY
REVIEW ACT (SEQR); TYPE II

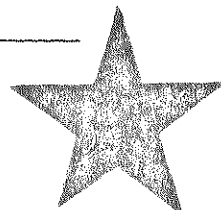
LOCATION: 185 CENTRAL AVENUE, BETHPAGE
SECTION:49 BLOCK:293 LOT(S):37, 50 & 51

SITE PLAN NO: SP14-20

Pursuant to Article 8 of the New York State Environmental Conservation Law, SEQR, and the implementing regulations thereto at 6 NYCRR Part 617, and the Town of Oyster Bay Environmental Quality Review Law (TEQR, Chapter 110 of the Code of the Town of Oyster Bay), the Department of Environmental Resources (DER) reviewed the above captioned proposed action. In connection with review of this subject action pursuant to SEQR, DER was provided with a set of Site Plans revised August 20, 2020, Site Plan Application dated August 20, 2020, New York State Short Environmental Assessment Form dated August 13, 2020, and a Town of Oyster Bay Short Environmental Assessment Form Addendum, dated August 13, 2020. On the basis of our evaluation, on October 27, 2020 via memorandum to the Department of Planning and Development, the Department of Environmental Resources concluded that this proposed action is classified as Type II pursuant to the SEQR Type II Actions List, at 6 NYCRR §617.5(c), item #18, pertaining to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in section 617.4 of this Part" and item #9, pertaining to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;"

On May 20, 2021, DER was provided with a revised set of site plans dated May 12, 2021 accompanied by a memorandum prepared by VHB, dated May 20, 2021 summarizing the proposed changes. As per the request of your Department, DER reviewed the aforementioned in accordance with SEQR/TEQR requirements; the amendments do not change the SEQR determination of the proposed action as defined herein. Actions or classes of actions identified as Type II in the above-referenced section of the SEQR regulations have been pre-determined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8, and the SEQR regulations. Inasmuch as the subject proposed action is classified under SEQR's pre-determined Type II Action list, as described above, the Department of Environmental Resources has applied the law and finds that said proposed action does not require the completion of an Environmental Impact Statement (EIS), or any review or other procedural activities pursuant to SEQR/TEQR.


GEORGE BAPTISTA, JR.
Deputy Commissioner



SAHN WARD PLLC
ATTORNEYS AT LAW
THE OMNI
333 EARLE OVINGTON BOULEVARD
SUITE 601
UNIONDALE, NEW YORK 11553
—
TELEPHONE: (516) 228-1300
TELECOPIER: (516) 228-0038
E-MAIL: INFO@SAHNWARD.COM
WWW.SAHNWARD.COM

MICHAEL H. SAHN
Managing Member
msahn@sahnward.com

March 24, 2021

VIA FEDERAL EXPRESS

Mr. Scott Byrne
Superintendent of Planning
Town of Oyster Bay
Department of Planning and Development
74 Audrey Avenue
Oyster Bay, NY 11771

Re: Seavest Project – 185 Central Avenue, Bethpage, New York

Dear Superintendent Byrne:

In accordance with my prior email to Commissioner Maccarone, dated March 10, 2021, a copy of which I enclose, and our telephone conversation to follow-up on this email, I enclose two (2) sets of plans for the project, showing the proposed, minor changes to the site plan relating to the curbing alignments at the rear of the site. These changes are shown in "clouded" format on plans C2.01 (3.01, L1.01 and L3.00). I also enclose two (2) sets of the plans that I attached to my email of March 10, referred to as "Curb Line Relief."

Please call me if you require anything further. Thank you for your courtesies and cooperation in reviewing this request to amend to prior approval.

Sincerely,


Michael H. Sahn

MHS:kms
Enclosures





Memorandum

To: Town of Oyster Bay Planning
Department
Attn: Commissioner Leslie
Maccarone

Date: May 13, 2021

Project #: 20431.00

From: Andrew T. Kelly, RLA, ASLA
VHB Engineering, Surveying,
Landscape Architecture, and
Geology, P.C.

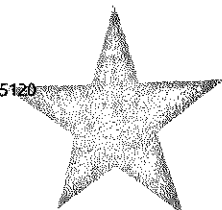
Re: 185 Central Ave. Bethpage, NY (NCTM: Section 49, Block 293, Lot
37) Site Plan Application No. SP 14-20 and Resolution No. 3-2021

Pursuant to recent conversations between yourself, Michael H. Sahn, Esq. of SWC and Richard M. Bivone of RMB Development Consultants, Inc., please see the bulleted list below indicating the site plan changes being requested by our client (Seavest Healthcare Properties). The below changes are in reference to the current site plan approval (Site Plan Application **No. SP 14-20** and **Resolution No. 3-2021**) for 185 Central Ave. Bethpage, NY (NCTM: Section 49, Block 293, Lot 37):

- Seavest Health Care Properties would like to file for a formal site plan amendment to allow for the preservation of the existing east and south curb lines as indicated on the revised site plan package prepared by VHB Engineering, Surveying, Landscape Architecture, and Geology, P.C. and dated 5.12.2021 (sheets C2.00, C2.01, C3.00, C3.01, and L1.01).
- Seavest Health Care Properties would like to file a variance to allow for the preservation of the existing western curb line as indicated on the revised site plan package prepared by VHB Engineering, Surveying, Landscape Architecture, and Geology, P.C. and dated 5.12.2021 (sheets C2.00, C2.01, C3.00, C3.01, and L1.01).
 - To help support this relief request, Seavest Healthcare Properties has provided additional landscape plantings at the northern portion of the site in the form of evergreen and deciduous shrub type species to provide additional visual interest from Central Avenue (sheet L1.02).
- As indicated in the revised site plan package prepared by VHB Engineering, Surveying, Landscape Architecture, and Geology, P.C. and dated 5.12.2021 (sheet L1.01), the following landscape changes are being made as the physical landscape area available to fit tree plantings will be reduced by preserving the existing east and west curb lines:
 - Evergreen shrub type species have been selected in-lieu of the evergreen tree material.
 - The newly proposed evergreen shrub material has the ability to reach a mature height of 8 feet to 10 feet.
 - Where there are pinch points between the back of existing curb and existing fence line to remain, the material here will vary between 4 feet and 8 feet in mature height due to the spatial restrictions that exist in those areas.
 - Existing vegetated buffers and the existing 6-foot high chain link fence located around the subject lot are to remain as part of the proposed action.

\\vhb.com\gb\proj\Hauppauge\20431.00 Seavest NYU 185 Central\docs\memos\20210521_20431.00-SP_AMEND-SUMMARY-SIGNED.docx

100 Motor Parkway
Suite 350
Hauppauge, NY 11788-5120
P 631.787.3400



From: VHB Engineering, Surveying, Landscape
Architecture, and Geology, P.C.
Ref: 20431.00
May 13, 2021
Page 2



Memorandum

- The existing vegetated buffers are currently at a height of approximately 40 feet (at their highest) and consist of a dense mix of both evergreen and deciduous material.
- In addition to the above, Seavest Health Care Properties would like to submit for a variance to gain relief for reduced architectural screening of the roof top mechanical units as required by §246-4.5.4 of the Town of Oyster Bay Zoning Code (*"General Regulations – Provisions Governing Height"*)
 - As part of this relief, Seavest Health Care Properties would like to propose architectural screening for the rooftop mechanical units along the western building elevation with $\pm 5'$ returns on the north and south elevations. This would provide screening from the residential lots to the west of the subject parcel
 - The above would be in lieu of architectural screening around all sides of the proposed units

We look forward to discussing the above with you in more detail if required and we thank you for time and consideration in reviewing this application and the requested amendments. Thank you

A handwritten signature in black ink, appearing to read "Andrew T. Kelly".

Andrew T. Kelly, RLA, ASLA
Landscape Architect

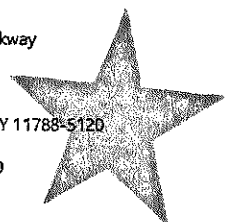
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185 Centraldocs\memos\20210521_20431.00-
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100 Motor Parkway

Suite 350

Hauppauge, NY 11788-5120

P 631.787.3400



Meeting of June 15, 2021

Resolution No. 325-2021

WHEREAS, by Resolution No. 262-2021, adopted on May 4, 2021, the Town Board authorized Nelson, Pope & Voorhis, LLC to perform Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay during the period from May 5, 2021 through December 31, 2021; and

WHEREAS, Nelson, Pope & Voorhis, LLC, by letter dated May 11, 2021, described the scope of work to be performed regarding their review of the Town's existing zoning regulations pertaining to private Golf Courses and Country Clubs; and

WHEREAS, Commissioner Maccarone, by memorandum dated May 27, 2021, requested that the Town Board authorize an encumbrance order, in an amount not to exceed \$48,000.00, to pay Nelson, Pope and Voorhis, LLC for consultant services in connection with their review of the Town's existing zoning regulations pertaining to private Golf Courses and Country Clubs, with funding to satisfy said costs available in Account No. PAD-B 8020 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Board approves an encumbrance order in an amount not to exceed \$48,000.00 to pay Nelson, Pope & Voorhis, LLC for consultant services in connection with their review of the Town's existing zoning regulations pertaining to private Golf Courses and Country Clubs; and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$48,000.00, to satisfy said consulting services costs, with funds to be drawn from Account No. PAD-B 8020 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
Councilwoman Johnson	Recused
Councilman Imbroto	Nay
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

To: MEMORANDUM DOCKET

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


Date: MAY 27, 2021

Subject: ENCUMBRANCE OF FUNDS
GENERAL PLANNING SERVICES
NELSON, POPE AND VOORHIS, LLC
ACCOUNT NO. PAD B 8020-44800-000-0000
PROFESSIONAL SERVICES

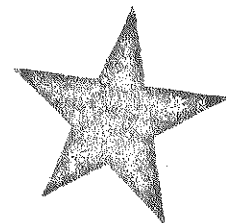
On May 4, 2021 the Town Board adopted Resolution No. 262-2021 (see attached) authorizing Nelson, Pope and Voorhis, LLC to perform General Planning Services in the Town of Oyster Bay from May 5, 2021 through December 31, 2021.

Attached please find a proposal from Nelson, Pope and Voorhis, LLC dated May 11, 2021 in the amount of \$48,000.00 for their review of the Town's existing zoning regulations pertaining to private Golf Courses and Country Clubs.

In order to pay anticipated claims, the Department is requesting approval to authorize the encumbrance of the following funds that are available in Account No. PAD-B-8020-44800-000-0000 in the amount of \$48,000.00 to cover claims of Nelson, Pope and Voorhis, LLC for this planning study.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM/dm
Attachments
C: Legislative Affairs



WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated April 26, 2021, advised that a request for proposals ("RFP") was published in Newsday and posted on the Town of Oyster Bay website, to procure Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay, and the Department of Planning and Development received four (4) responses; and

WHEREAS, following a review and evaluation of all of the responses in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Maccarone, by the aforementioned memorandum, requested and recommended that the Town Board authorize Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, NY 11747, Hardesty & Hanover, 105 Maxess Road, Suite N109, Melville, NY 11747 and Cameron Engineering & Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, to perform Consultant Services for Technical Assistance with General Planning Services, on an as-needed basis for projects which will be presented to the Board for approval at the time the aforesaid services are required, for the period commencing May 5, 2021 through December 31, 2021, with an option for two (2) one (1) year extensions; and

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

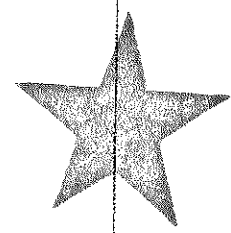
NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and that Nelson, Pope & Voorhis, LLC; Hardesty & Hanover; and Cameron Engineering & Associates, LLP, are hereby authorized to provide the Consultant Services for Technical Assistance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

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

-#-

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

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



Reviewed By
Office of Town Attorney



NELSON POPE VOORHIS

environmental • land use • planning

May 11, 2021

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

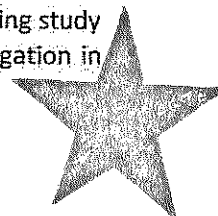
**Re: Private Golf Course Planning Study
Proposal for Technical Assistance**

Dear Commissioner, Maccarone:

Nelson, Pope & Voorhis, LLC (NPV) is pleased to submit this proposal to provide the Town of Oyster Bay Department of Planning & Development (P&D) with technical assistance in undertaking a planning study to review the Town's existing zoning regulations pertaining to private golf courses and country clubs (referred to hereinafter simply as "private golf courses" for simplicity), evaluate available options for advancing the goal of enhancing the protection of important resources within these properties, and formulate a strategy for implementing revisions to the Town's zoning regulations to advance this goal. NPV is a planning and environmental consulting firm with direct and relevant experience for filling this role for the Town of Oyster Bay. NPV has completed various planning reviews during the past two years and prepared the new Code and Design Guidelines that were recently adopted by the Town Board for Downtown Hicksville. In the past, NPV has completed several long-range planning studies for the Town of Oyster Bay, including the Syosset Downtown Revitalization and Redevelopment Study, the Eastern Waterfront Study for Oyster Bay hamlet, and two Brownfield Opportunity Area studies for different areas in the hamlet of Hicksville. NPV currently performs various planning assignments and State Environmental Quality Review Act (SEQRA) review services for Long Beach, Lake Success, East Hills, Sag Harbor and Southampton, as well as several municipalities in the Hudson Valley Region that are managed through our Rockland County Office. Our work with these municipalities includes application and planning reviews, SEQRA analysis, regional planning studies, resource evaluation, code modifications and master planning initiatives.

We believe that our experience with the Town in the past years has enhanced our knowledge of the Town, and its existing zoning code and standard operating procedures, and we have developed close working relationships with Town planning and environmental staff. For these reasons, we believe we are uniquely qualified to provide the requested planning services for the Town. Our affiliated firm, N&P Engineering, Architecture and Land Surveying, PLLC shares our office complex and also provides routine engineering, architectural and survey services and special studies to municipalities on an as needed basis. They are available to assist NPV in this assignment should the need arise.

Below is an outline of our proposed approach to undertaking a planning analysis of the private golf courses in the Town of Oyster Bay. It is anticipated that this scope of work will be adjusted as the planning study progresses, based on input from the Town and other information compiled during the investigation in order to arrive at the optimal approach for executing this project.



A. Review of Existing Zoning

As noted previously, NPV already has acquired a deep familiarity with Chapter 246 of the Oyster Bay Town Code (*Zoning*) through our ongoing work with the Town in reviewing development applications, as well as related technical support of the Town's planning initiatives such as those pertaining to downtown Hicksville and other hamlets. However, we will conduct a focused review to identify existing Code provisions pertaining to private golf courses. This will include the Town's adoption of a Recreation (REC) zoning district and Aquifer Protection Overlay (APO) District in 2004. Although consideration was given at that time to widespread application of the REC district including private golf courses, ultimately the decision was made to limit this zoning classification to certain publicly-owned properties and it was decided to proceed with up-zonings of private golf courses (i.e., requiring larger minimum single-family residential lot sizes). NPV will coordinate through P&D to obtain information on these previous zoning actions by the Town to develop a full understanding of the relevant historical perspective.

Under this task, NPV will also review other provisions of the Town Code that govern the potential use and development of the private golf courses, including, as applicable, subdivision (particularly including conservation subdivisions), wetlands and water courses, steep slopes, etc.

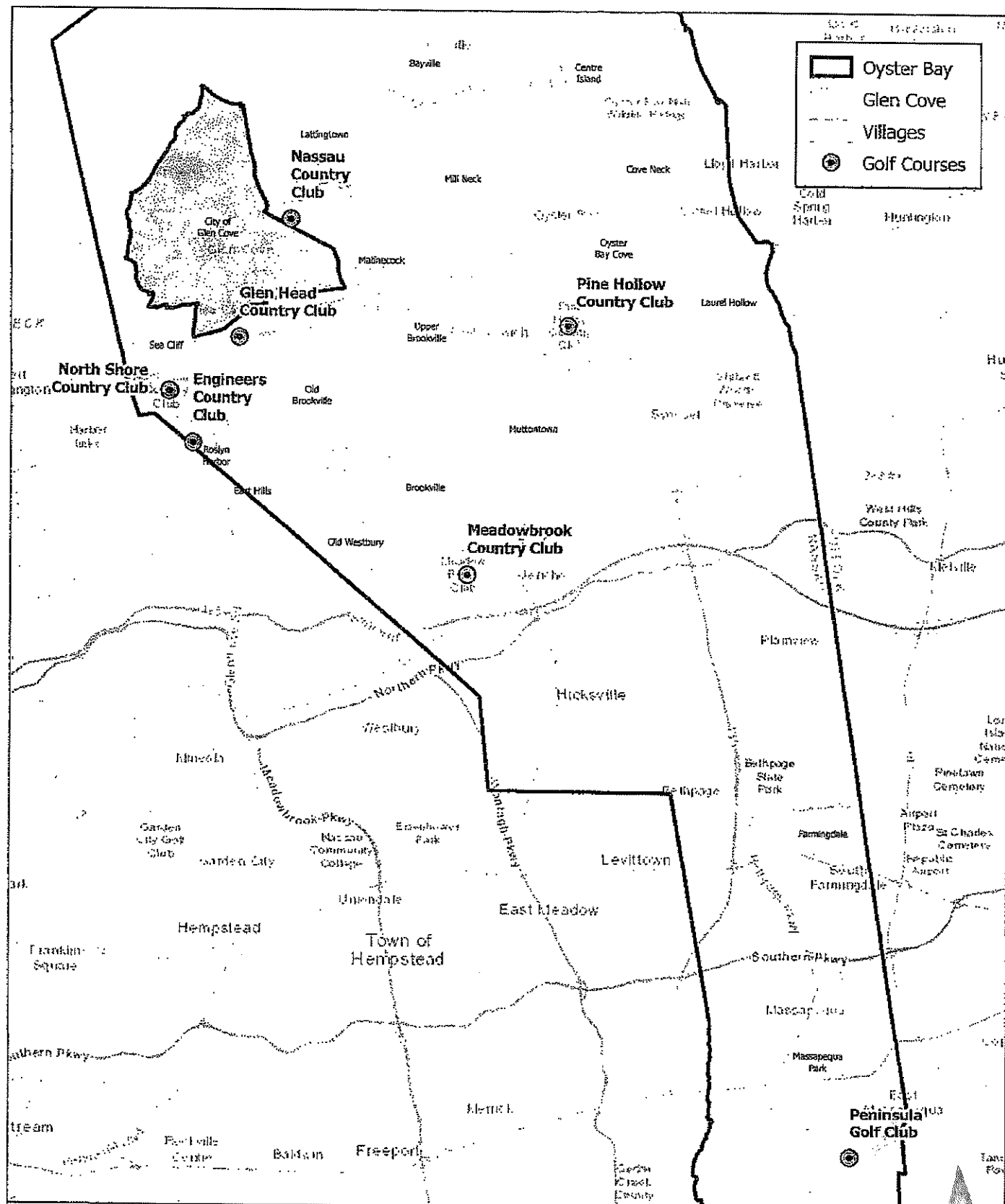
B. Inventory of Private Golf Courses

NPV will develop a detailed inventory of pertinent information on existing conditions for the private golf courses that are located fully or partially within the unincorporated portion of the Town. Based on review of the Town Zoning Maps, the following is a preliminary list of the properties that will be included in the study, which will be expanded as necessary based on discussions with P&D:

- North Shore Country Club
- Engineers Country Club
- Glen Head Country Club
- Nassau Country Club
- Pine Hollow Country Club
- Meadowbrook Country Club
- Peninsula Golf Club

The inventory of existing conditions will include, but not necessarily be limited to the following parameters for each private golf course, as compiled from available information sources:

- Total acreage, acreage in the Town (unincorporated), and acreage in adjacent municipalities
- Existing on-site zoning and land uses
- Existing zoning and land uses in the surrounding area
- New York State- and federally designated wetlands
- On-site and adjacent surface waters outside of designated wetlands
- Steep slope areas (defined in the Town Code as having a gradient of 25 percent or greater)
- Approximate extent of woodlands, based on recent aerial photography
- Soil types, based on the Nassau County Soil Survey
- Regulated floodplain limits
- Hydrogeographic zones
- Potential presence of endangered, threatened, or other important species



NPV

EXISTING PRIVATE GOLF COURSES

Sources: NYS GIS 2021, ESRI Basemap
Scale: 1 inch equals 11,000 feet



Private Golf Course Planning Study

Proposal for Technical Assistance

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated August 27, 2020, authorized the Highway Department to clean up the premises located at 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212.

WHEREAS, Frank M. Scalera, Town Attorney, and Matthew D. Fernando, Assistant Town Attorney, by memorandum dated May 27, 2021, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 3, 2020, in the total amount of \$1,384.10, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Matthew D. Fernando, Assistant Town Attorney, as set forth in their memorandum dated May 27, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,384.10 may be assessed by the Legislature of the County of Nassau against the parcel known as 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
[Signature]

326

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 27, 2021

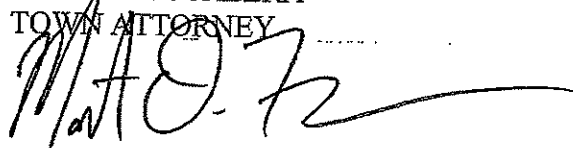
SUBJECT: Property Cleanup Assessment
10 High Farms Road, Glen Head, New York 11545
Section 22, Block C, Lot 212

The Department of Planning and Development, by memorandum dated August 27, 2020, directed the Highway Department to clean the premises located at 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau. (See attached copy of Deed). The Highway Department has, by memorandum dated September 8, 2020, advised that the property was cleaned by a crew from the Highway Department on September 3, 2020. The cost incurred by the Town of Oyster Bay was \$1,384.10.

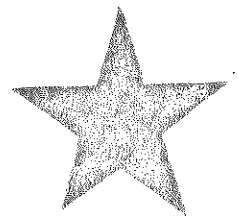
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Matthew D. Fernando
Assistant Town Attorney

MDF:aml
Attachments



2020-7810

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 27, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 10 High Farms Road, Glen Head New York 11801
SBL: 22-C-212

Notice of Violation No. 02363 was issued to the owner of the above-referenced premises on 08/20/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

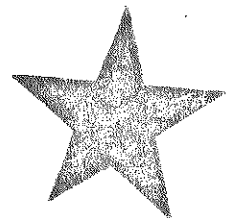
- Cut and trim grass and vegetation.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME:tc
cc: Frank Scalera, Chief Deputy Town Attorney





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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCaffrey
DEPUTY COMMISSIONER

August 28, 2020

Frances Parris
Hampton Inn
1 North Avenue, Room 100
Garden City, NY 11530

RE: PREMISES: 10 High Farms Road, Glen Head, New York 11545
SECTION 22 BLOCK C LOT 212


Dear Property Owner:

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

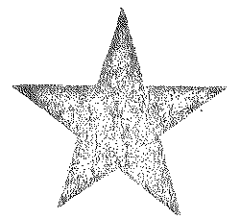
Please be advised that N.O.V. No. 02363 (copy attached) has been served on 08/19/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito, Bureau Chief
Code Compliance Division

ELM:ME;tc
Enclosure



THIS INDENTURE

between

of the first part

of the second part

of the third part

of the fourth part

of the fifth part

of the sixth part

of the seventh part

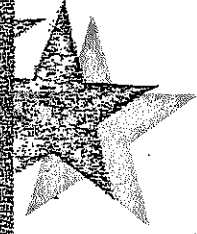
of the eighth part

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of the eleventh part

of the twelfth part



1. The above information was obtained from the records of the
 2. Federal Bureau of Investigation, Department of Justice, and is being
 3. furnished to you for your information only. It is not to be
 4. used for any other purpose.

[illegible]

On 10/10/80, the MORCA was notified by the Director of the Bureau of Marine Science that a small boat had reported sighting of some of the same sharks of 2,000 lb. reported with injuries from the 10/1/80 shark bite and one half hour later with another sighting 10 minutes later.

Donorship and all non-*for-profit* and *not-for-profit* organizations are exempt from and do not have to pay on the sales and profits tax levied by the state on commercial transactions.

Sometimes with the permission of a friend, I would go to the home of a friend of the friend, and so on, and so on.

Conducting hard to hold **2nd** **1st** **3rd** **4th** **5th** **6th** **7th** **8th** **9th** **10th** **11th** **12th** **13th** **14th** **15th** **16th** **17th** **18th** **19th** **20th** **21st** **22nd** **23rd** **24th** **25th** **26th** **27th** **28th** **29th** **30th** **31st** **32nd** **33rd** **34th** **35th** **36th** **37th** **38th** **39th** **40th** **41st** **42nd** **43rd** **44th** **45th** **46th** **47th** **48th** **49th** **50th** **51st** **52nd** **53rd** **54th** **55th** **56th** **57th** **58th** **59th** **60th** **61st** **62nd** **63rd** **64th** **65th** **66th** **67th** **68th** **69th** **70th** **71st** **72nd** **73rd** **74th** **75th** **76th** **77th** **78th** **79th** **80th** **81st** **82nd** **83rd** **84th** **85th** **86th** **87th** **88th** **89th** **90th** **91st** **92nd** **93rd** **94th** **95th** **96th** **97th** **98th** **99th** **100th** **101st** **102nd** **103rd** **104th** **105th** **106th** **107th** **108th** **109th** **110th** **111th** **112th** **113th** **114th** **115th** **116th** **117th** **118th** **119th** **120th** **121st** **122nd** **123rd** **124th** **125th** **126th** **127th** **128th** **129th** **130th** **131st** **132nd** **133rd** **134th** **135th** **136th** **137th** **138th** **139th** **140th** **141st** **142nd** **143rd** **144th** **145th** **146th** **147th** **148th** **149th** **150th** **151st** **152nd** **153rd** **154th** **155th** **156th** **157th** **158th** **159th** **160th** **161st** **162nd** **163rd** **164th** **165th** **166th** **167th** **168th** **169th** **170th** **171st** **172nd** **173rd** **174th** **175th** **176th** **177th** **178th** **179th** **180th** **181st** **182nd** **183rd** **184th** **185th** **186th** **187th** **188th** **189th** **190th** **191st** **192nd** **193rd** **194th** **195th** **196th** **197th** **198th** **199th** **200th** **201st** **202nd** **203rd** **204th** **205th** **206th** **207th** **208th** **209th** **210th** **211st** **212nd** **213th** **214th** **215th** **216th** **217th** **218th** **219th** **220th** **221st** **222nd** **223rd** **224th** **225th** **226th** **227th** **228th** **229th** **230th** **231st** **232nd** **233rd** **234th** **235th** **236th** **237th** **238th** **239th** **240th** **241st** **242nd** **243rd** **244th** **245th** **246th** **247th** **248th** **249th** **250th** **251st** **252nd** **253rd** **254th** **255th** **256th** **257th** **258th** **259th** **260th** **261st** **262nd** **263rd** **264th** **265th** **266th** **267th** **268th** **269th** **270th** **271st** **272nd** **273rd** **274th** **275th** **276th** **277th** **278th** **279th** **280th** **281st** **282nd** **283rd** **284th** **285th** **286th** **287th** **288th** **289th** **290th** **291st** **292nd** **293rd** **294th** **295th** **296th** **297th** **298th** **299th** **300th** **301st** **302nd** **303rd** **304th** **305th** **306th** **307th** **308th** **309th** **310th** **311st** **312nd** **313th** **314th** **315th** **316th** **317th** **318th** **319th** **320th** **321st** **322nd** **323rd** **324th** **325th** **326th** **327th** **328th** **329th** **330th** **331st** **332nd** **333rd** **334th** **335th** **336th** **337th** **338th** **339th** **340th** **341st** **342nd** **343rd** **344th** **345th** **346th** **347th** **348th** **349th** **350th** **351st** **352nd** **353rd** **354th** **355th** **356th** **357th** **358th** **359th** **360th** **361st** **362nd** **363rd** **364th** **365th** **366th** **367th** **368th** **369th** **370th** **371st** **372nd** **373rd** **374th** **375th** **376th** **377th** **378th** **379th** **380th** **381st** **382nd** **383rd** **384th** **385th** **386th** **387th** **388th** **389th** **390th** **391st** **392nd** **393rd** **394th** **395th** **396th** **397th** **398th** **399th** **400th** **401st** **402nd** **403rd** **404th** **405th** **406th** **407th** **408th** **409th** **410th** **411st** **412nd** **413th** **414th** **415th** **416th** **417th** **418th** **419th** <

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

September 8, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 10 HIGH FARMS ROAD, GLEN HEAD
BOARD-UP/ CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,384.10.

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

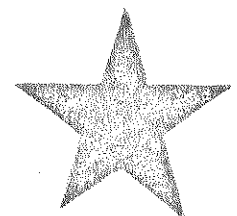


**JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT**

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY
'20 SEP 23 AM 9:35



BOARD - UP/CLEAN-UP 10 HIGH FARMS ROAD, GLEN HEAD TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (22-C-212) 10 HIGH FARMS RD

Date Sep 3, 2020

Work Order # 74034

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT DADE	General Maintenance	02:00	\$49.93	00:00	0	\$99.86
ANDREW HOUGHTON	General Maintenance	02:00	\$29.28	00:00	0	\$58.56
PAUL LIZARDOS	General Maintenance	02:00	\$24.56	00:00	0	\$49.12
JOSEPH LOIODICE	General Maintenance	02:00	\$29.28	00:00	0	\$58.56
Total Labor						\$266.10

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU454	PICK UP TRUCK 2019 FORD F350 YW	\$79.00	02:00	\$158.00
TD568	TRUCK DUMP 2005 FORD F-350 YW (HP925) - Power Wagons	\$105.00	02:00	\$210.00
Total Equipment				\$368.00

Materials

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

Grand Total \$1384.10

Description of Work:

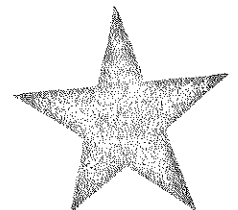
CLEAN UP 10 HIGH FARMS ROAD GH

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Sep 8, 2020



327-21

10604814.____

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, June 15, 2021, at 7:00 o'clock P.M., Prevailing Time.

Reviewed By
Office of Town Attorney
John M. [Signature]

PRESENT:

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

Resolution No. 327-2021

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

ORDER CALLING PUBLIC HEARING

WHEREAS, the Commissioners of the Locust Valley Water District (the "District") have submitted a petition, dated May 26, 2021 (the "Petition"), requesting that the Town Board of the Town of Oyster Bay, New York (the "Town") hold a public hearing to consider approving the increase and improvement of certain District facilities and the financing thereof by the issuance of Town obligations;

WHEREAS, said increase and improvement consists of the following projects: wellhead treatment for perchlorate and PFAS removal at Plant No. 8, wellhead treatment for emerging contaminants at Plant No. 5, upgrades to Well No. 7, facility security systems upgrades, office modifications, installation of a generator, building and SCADA upgrades, water distribution improvements, caustic tank replacements at Plant Nos. 4, 5, 6, and 7, water meter replacement, emergency interconnect with Oyster Bay Water District, and incidental expenses in connection therewith; and

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

WHEREAS, the map, plan and report is in the form of a report from H2M Architects & Engineering ("H2M"), engineers duly licensed in the State of New York, entitled "2021 Bond Report" dated March 2021; and

WHEREAS, the \$18,000,000 estimated maximum cost to said District of such increase and improvement of facilities is determined to borne by the District under a proposed issuance of up to \$18,000,000 of bonds of the Town; and

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

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA") in connection with such increase and improvement of the facilities of said District and it has been determined by the District that such increase and improvement of the facilities of said District and the use thereof constitute an "unlisted" action under SEQRA and will not result in significant adverse environmental impacts; 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 29, 2021, at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of 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 Newsday, a newspaper having general circulation in 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 29, 2021, at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Locust Valley Water District (the "District") in said Town, consisting of the following projects: wellhead treatment for perchlorate and PFAS removal at Plant No. 8, wellhead treatment for emerging contaminants at Plant No. 5, upgrades to Well No. 7, facility security systems upgrades, office modifications, installation of a generator, building and SCADA upgrades, water distribution improvements, caustic

tank replacements at Plant Nos. 4, 5, 6, and 7, water meter replacement, emergency interconnect with Oyster Bay Water District, and incidental expenses in connection therewith, at an estimated maximum cost of \$18,000,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Locust Valley District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

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

Dated: Oyster Bay, New York
June 15, 2021

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

Richard LaMarca
Town Clerk

Section 3. This order shall take effect immediately.

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____
____Councilwoman Johnson____VOTING _AYE____
____Councilman Imbroto____VOTING _AYE____
____Councilman Hand ____VOTING _AYE____
____Councilman Labriola ____VOTING _AYE____
____Councilwoman Maier ____VOTING _AYE____
____Councilwoman Walsh____VOTING _AYE____

The order was thereupon declared duly adopted.

* * *

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 June 15, 2021, with the original thereof
on file in my office, and that the same is a true and correct transcript therefrom and of the whole of
said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that, [please check one below]

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

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

I FURTHER CERTIFY that, 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

June 11, 2021

Town of Oyster Bay

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

Bulletin board, 1st floor

54 Audrey Avenue, Oyster Bay, NY

Date of Posting

June 11, 2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on June 17, 2021.



Town Clerk

(CORPORATE
SEAL)

17

327

Town of Oyster Bay
Inter-Departmental Memo

May 28, 2021

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

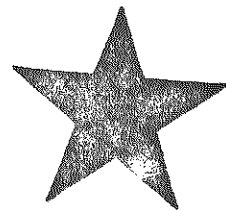
Town Board action is required to approve a resolution calling for a public hearing on June 29, 2021 to authorize the issuance of serial bonds for Locust Valley Water District Improvements. The Order Calling for the Public Hearing was prepared by Bond Counsel and is attached to this memo.

Thank you.



Robert Darienzo
Director of Finance

RD/rd
Word/Documents/Docket/2021 locust valley wd improve



328-21

10604814.____

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, June 15, 2021, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

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

Reviewed By
Office of Town Attorney
John Walsh

Resolution No. 328-2021

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

ORDER CALLING PUBLIC HEARING

WHEREAS, the Commissioners of the South Farmingdale Water District (the "District") have submitted a petition, dated May 11, 2021 (the "Petition"), requesting that the Town Board of the Town of Oyster Bay, New York (the "Town") hold a public hearing to consider approving the increase and improvement of certain District facilities and the financing thereof by the issuance of Town obligations;

WHEREAS, said increase and improvement consists of the installation of an Advanced Oxidation Process ("AOP") treatment system to remove 1,4-dioxane at Well No. 6-2, installation of new iron removal facilities for Well No. 6-2, including various facility and site improvements and incidental expenses in connection therewith; and

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

WHEREAS, the map, plan and report is in the form of a report from H2M Architects & Engineering ("H2M"), engineers duly licensed in the State of New York, entitled "2021 Bond Report" dated April 2021; and

WHEREAS, the \$13,200,000 estimated maximum cost to said District of such increase and improvement of facilities is determined to borne by the District under a proposed issuance of up to \$13,200,000 of bonds of the Town; and

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

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA") in connection with such increase and improvement of the facilities of said District and it has been determined by the District that such increase and improvement of the facilities of said District and the use thereof constitute an "unlisted" action under SEQRA and will not result in significant adverse environmental impacts; 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 29, 2021, at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of 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 Newsday, a newspaper having general circulation in 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 29, 2021, at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the South Farmingdale Water District (the "District") in said Town, consisting of the installation of an Advanced Oxidation Process ("AOP") treatment system to remove 1,4-dioxane, installation of new iron removal facilities for Well No 6-2, including various facility and site improvements and incidental expenses in connection therewith, at an estimated maximum cost of \$13,200,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the South Farmingdale District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

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

Dated: Oyster Bay, New York
June 15, 2021

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

Richard LaMarca
Town Clerk

Section 3. This order shall take effect immediately.

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_____
___ Councilwoman Johnson _____ VOTING _AYE_____
___ Councilman Imbroto _____ VOTING _AYE_____
___ Councilman Hand _____ VOTING _AYE_____
___ Councilman Labriola _____ VOTING _AYE_____
___ Councilwoman Maier _____ VOTING _AYE_____
___ Councilwoman Walsh _____ VOTING _AYE_____

The order was thereupon declared duly adopted.

* * *

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 June 15, 2021, with the original thereof
on file in my office, and that the same is a true and correct transcript therefrom and of the whole of
said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that, [please check one below]

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

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

I FURTHER CERTIFY that, 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

June 11, 2021

Town of Oyster Bay

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

Bulletin board, 1st floor

54 Audrey Avenue, Oyster Bay, NY

Date of Posting

June 11, 2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on June 17, 2021.



Town Clerk

(CORPORATE
SEAL)

18

Town of Oyster Bay
Inter-Departmental Memo

328

May 28, 2021

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

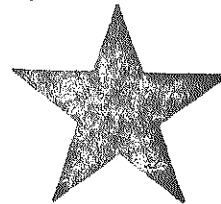
Town Board action is required to approve a resolution calling for a public hearing on June 29, 2021 to authorize the issuance of serial bonds for South Farmingdale Water District Improvements. The Order Calling for the Public Hearing was prepared by Bond Counsel and is attached to this memo.

Thank you.


Robert Darienzo
Director of Finance

RD/rd

Word/Documents/Docket/2021 south farmingdale wd improve



WHEREAS, by Resolution No. 246-2019, adopted on April 16, 2019, the Town Board authorized LiRo Engineers, Inc. to provide engineering services relative to Highway improvements to the Intervale Avenue Area, Farmingdale, New York, pursuant to Contract No. H19-197; and

WHEREAS, Michael Smith, P.E., Senior Vice President, LiRo Engineers, Inc., by letter dated May 10, 2021, described the scope of work to be performed regarding the design phase of Contract H19-197 Phase 2, in accordance with the Standard Consultant Agreement which is on file in the Division of Engineering, Department of Public Works, and for which the Department of Public Works negotiated a fee of \$173,004.00 to proceed with the work; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated May 28, 2021, requested that the Town Board authorize LiRo Engineers, Inc. to perform the design phase relative to Contract No. H19-197 Phase 2; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$173,004.00, to satisfy said engineering costs, and advised that funds to satisfy said engineering costs, are available in Account No. HWY H5197 20000 000 2103 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and LiRo Engineers, Inc. is authorized to provide design phase engineering services relative to Highway improvements to the Intervale Avenue Area, Farmingdale in connection with Contract No. H19-197 Phase 2, and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$173,004.00, to satisfy said engineering costs, with funds to be drawn from Account No. HWY H5197 20000 000 2103 008.

-#-

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

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

Reviewed By
Office of Town Attorney

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

May 28, 2021

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES
HIGHWAY IMPROVEMENTS TO THE INTERVALE AVENUE AREA, FARMINGDALE
CONTRACT NO. H19-197 PHASE 2
ACCOUNT NO. HWY H5197 20000 000 2103 008
PROJECT ID NO. 2103HWYDE-03


In furtherance to resolution 246-2019, and consequent to the completion of the preliminary design report provided by LiRo Engineers, Inc. The Division of Engineering has solicited LiRo Engineers, Inc. for a cost estimate regarding the design of phase two of said subject.

The Department of Public Works has negotiated a fee of \$173,004.00 to proceed with the work, as outlined in the attached letter from LiRo Engineers, Inc., dated May 10, 2021. The firm of LiRo Engineers Inc. has previously executed a Standard Consultant Agreement with the Department of Public Works under which services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 2103 008.

The office of the Inspector General has reviewed the contract and the proposed vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled

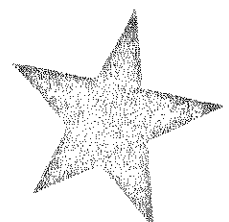
It is hereby requested that the Town Board authorize, by resolution, LiRo Engineers, Inc., to perform design and bid services relative to Contract No. H19-197 Phase Two, the office of the Comptroller hereby encumber said funds.


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

RWL/JCT/MR/BK/lk
Attachment

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

H19-197 Docket Award LiRo Engineers Phase2 Design 173004





LiRo Engineers, Inc.

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

May 10, 2021

Mr. Richard W. Lenz, P.E.
Commissioner of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, N. Y. 11791

Re: Engineering Services Funding Request - Intervale Avenue Area, Phase 2
Farmingdale, New York

Dear Commissioner Lenz,

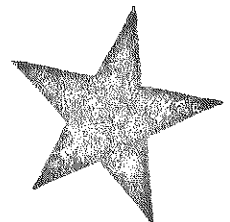
We are pleased to submit this funding request for the Intervale Avenue Area Phase II roadway improvements, located in Farmingdale, NY. The project consists of four (4) phases that are comprised of 6.77 miles with approximately 1.85 miles of roadway in Phase II. At this time 1.38 miles of roadway designed under Phase I are in construction.

LiRo Engineers, Inc. will prepare design construction plans and bid documents for Phase II. The design intent for this project includes but is not limited to; removing and replacing the existing asphalt throughout the project limits, remove and replace all concrete curb and gutters, replace driveway aprons and sidewalks as required, implement drainage improvements, new pavement marking, replace handicap ramps that do not meet the current ADA and PROWAG Standards and install new handicap ramps as required as per the recommendations in the engineer's report prepared by LiRo, dated August 2019 and revised in April 2020. We will incorporate the topographic base mapping prepared by RLT Engineering, Geology, and Land Surveying, P.C.

In addition, LiRo's Landscape Architecture staff will survey the existing trees within the project area and make recommendation for those trees to be removed based upon existing conditions and/or impedance of new construction. Our traffic engineering staff will review the existing traffic conditions to ensure compliance with the standards and recommendations of the MUTCD. Recommended improvements will be provided to the Town during the preliminary plan submission.

Based on the above scope, we estimate that approximately 1,118 staffing hours of engineering services will be required for the completion of design construction plans and bid documents. The anticipated costs for these services is \$173,004. We are requesting authorization in the amount of \$173,004 for the engineering services outlined above and have attached the cost estimate breakdown.

Integrated Construction, Design, and Technology Solutions





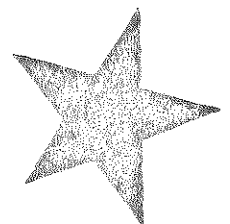
Please review and let me know if you have any further questions. We look forward to supporting you on this project.

Very truly yours,
LiRo Engineers, Inc.

A handwritten signature in black ink, appearing to be 'Michael Smith'.

Michael Smith, PE
Senior Vice President

cc: John Tassone
Brian Kunzig



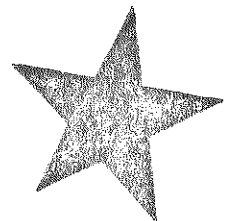


LIRO Engineers, Inc.

Town of Oyster Bay Roadway Improvements for Intervale Avenue Area - Phase II Design Cost Estimate

PERSONNEL HOURS AND COST ESTIMATE

Task	Description (Bullet in RFP)	DESIGN TEAM										Total HRS	Costs 3.0 Mult.
		Project Mgr./QA/QC	Project Manager	Civil Engineers		Drainage Engineers		Traffic Engineers		Landscape Architect	CADD Operator		
				Civil Eng. I	Civil Eng. II	Drainage Eng. I	Drainage Eng. II	Traffic Eng. I	Traffic Eng. II				
I	Preliminary Plans												
A	Utility Coordination		8	16	24	16	24	8	8	8		112	\$16,342.08
B	Traffic MPT	2	8			8		24	24		40	108	\$17,496.00
C	Preliminary Plan Development	8	8	40	40	40	40			24	80	280	\$41,815.20
	Preliminary Cost Estimate		8	8	16	8	16			8		64	\$9,491.04
D	Coordination	4	8	8	8	8	8					44	\$7,403.04
E	Meetings	4	16	32		32						84	\$14,828.16
	Task I Hours	18	55	104	96	104	88	32	32	40	120	690	
	Task I Cost												\$107,436.00
II	Final Plans & Bid Documents												
A	Drainage Plans & Details (100%)	2	8	8	8	24	40				16	108	\$14,274.72
	Traffic Plans & Details (100%)	2	8	8	8	8	8	8	8		8	66	\$10,667.04
	Roadway Plans & Details (100%)	2	8	8	16	8	16			8	8	74	\$11,267.04
B	Prep. of Spec. & Bid Doc.	2	8	16	20	8	20			8	4	86	\$13,182.24
C	Final Cost Estimate	2	8	8	8	8	8	4	4	4		54	\$8,619.04
D	Meetings	2	8	16		16						42	\$7,414.08
	Task II Hours	12	48	64	60	72	92	12	12	20	35	428	
	Task II Cost												\$65,568.00
Total Hours		30	104	168	156	176	180	44	44	60	155	1118	
												TOTAL FEE	\$173,004.00



WHEREAS, Ryan Schlotter, President, Oyster Bay Chamber of Commerce, Inc., P.O. Box 21, Oyster Bay, New York 11771, by letter dated May 17, 2021, requested the use of fifteen (15) complete barricades and twenty (20) orange traffic cones, twelve (12) SORT recycling pails, the closure of Audrey Avenue, Oyster Bay, from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, the closure of Spring Street from West Main Street north to lower Audrey Avenue and then along the southerly edge of the Gazebo triangle to its western corner, the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, Oyster Bay and the use of Fireman's Field for its Classic Car Cruise Nights, to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from June 1, 2021 through September 21, 2021; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 27, 2021, advised that the Highway Department is able to, and will, provide fifteen (15) complete barricades, twenty (20) orange traffic cones, and twelve (12) SORT recycling pails to the Chamber of Commerce, for the evenings requested and has no objection to the street closures as 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 requests as hereinabove set forth are hereby approved, and the Department of Highways is hereby authorized to provide fifteen (15) complete barricades and twenty (20) orange traffic cones, twelve (12) SORT recycling pails, the closure of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, the closure of Spring Street from West Main Street north to lower Audrey Avenue and then along the southerly edge of the Gazebo triangle to its western corner, Oyster Bay, the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, and the use of Fireman's Field for its Classic Car Cruise Nights, to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from June 1, 2021, nunc pro tunc, through September 21, 2021, subject to the following conditions:

1. The Oyster Bay Chamber of Commerce, Inc. will itself supply the temporary "No Parking" signs required for this event.
2. 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.

Reviewed By
Office of Town Attorney
[Signature]
[Signature]

3. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the afore-described activities and its use of Town property and equipment.

4. 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 agreement of \$2,000,000, and naming the Town as an additional insured in connection with the afore-described activities.

5. The said organization shall follow all New York State Guidelines with respect to social distancing, and the aforescribed activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 27, 2021

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
JUNE 1ST THROUGH SEPTEMBER 21ST 2021 EXCEPT JUNE 15TH DUE TO AN EVENING BOARD
MEETING – NUNC PRO TUNC

Enclosed please find a copy of the letter from Ryan Schlotter, Chamber President, 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 June 1, 2021 through September 21, 2021.

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 5:00 pm until 10:00 pm while hosting the Classic Cruise Nights from June 1, 2021 through September 21, 2021. 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 June 1st 2021 through September 21, 2021 and insures that the area residents will not be inconvenienced in any way by this event. Additionally, the organization is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19

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.

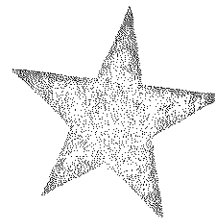
Also attached are the Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement and Covid-19 Addendum Agreement to cover this event. Therefore, Town Board approval is requested.


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

C: Richard L. LaMarca, Town Clerk
Peter Brown, General Foreman 002
Richard Lenz, Commissioner DPW

Grace SantaMaria, Highway Administration
Justin McCaffrey, Commissioner of Public Safety
Parks Department





2021 BOARD OF DIRECTORS

Officers

Ryan Schlotter- President
Ravin Chetram- Vice President
Susan Dambo- Secretary
Jo Wider- Treasurer

Directors

Robert L. Brusca, Esq.
Paul Cecere
Laura Escobar
Tanya Espinal
Gabrielle Fumai
Rich LaMarca
Patrick Lough
Rustan Lundstrum
Meredith Maus
Dawn Riley
Dottie Simons
Michele Vaccarelli
RJ Virk

Administrator

Amy Reilly Hanley

Past Presidents

Michele Browner
Alex Gallego

Board Members Emeriti

Austin Azzaretto
Paige Dawson
Alex Gallego

PO Box 21
Oyster Bay, New York 11771
(516) 259-1842
info@visitoysterbay.com
www.visitoysterbay.com

May 17, 2021

Richard Lenz, Commissioner
John Bishop, Deputy Commissioner
Town of Oyster Bay DPW, Highway Division
150 Miller Place
Syosset, NY 11791

Dear Mr. Lenz and Mr. Bishop:

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 June 1, 2021 through September 21, 2021. 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.

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

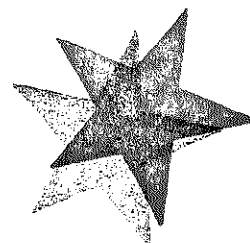
The required Certificate of Insurance with Endorsements naming the Town of Oyster Bay as additional insured is attached.

We ask that a copy of the resolution and an actual permit be sent to OBCC, PO Box 21, Oyster Bay, NY 11771 and emailed to info@visitoysterbay.com. 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 631-987-7095.

Sincerely,

Ryan Schlotter
President, Oyster Bay – East Norwich Chamber of Commerce
ryan@oysterbaybrewing.com





OYSTBAY-02

RLATHAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2021

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

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

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 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 21 Oyster Bay, NY 11771	NAIC #

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.

USER	TYPE OF INSURANCE	ADD'L SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
CTR		(INCL. EXCL.)		(MM/DD/YYYY)	(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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	12SBMUQ3886	5/10/2021	5/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		12SBMUQ3886	5/10/2021	5/10/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <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 NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <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 Additional Insured per policy form for Classic Cruise Cars
6/1/21 - 10/1/21

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

CANCELLATION

Town Of Oyster Bay Dept of Public Works/Highway
150 Miller Pl
Syosset, NY 11791

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



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 SB

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

Policy Change Effective Date: 06/01/21

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

Policy Change Number: 003

Agent Name: BC CONSULTING SERVICES LLC
Code: 128308

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:

IH12001185 ADDITIONAL INSURED - MANAGER/LESSOR

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

IH12001185 ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

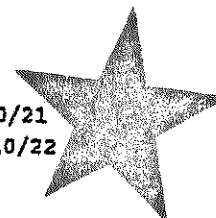
PRO RATA FACTOR: 0.940

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 05/21/21

Page 001

Policy Effective Date: 05/10/21
Policy Expiration Date: 05/10/22



POLICY NUMBER: 12 SEM DQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001
ISLAND PROPERTIES, LLC
255 SOUTH ST
OYSTER BAY NY 11771

LOC 001 BLDG 001
OYSTER BAY CHARITABLE FUND, OYSTER BAY ROTARY CLUB,
NEW YORK AUTO FEST, TOWN OF OYSTER BAY
PO BOX 132
OYSTER BAY, NY 11771

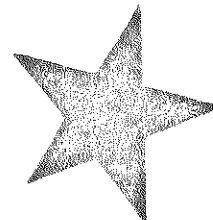
LOC 001 BLDG 001
TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS
150 MILLER PL
SYOSSET, NY 11791

TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS / HIGHWAY
150 MILLER PL
SYOSSET, NY 11791

OYSTER BAY WATER DISTRICT
45 AUDREY AVE
OYSTER BAY, NY 11771
LOC 001 BLDG 001
RENAISSANCE PROPERTY ASSOC
255 SOUTH ST
OYSTER BAY, NY 11771

TOWN OF OYSTER BAY DEPT OF PARKS
150 MILLER PL
SYOSSET, NY 11791

VERIZON
2020 WANTAGH AVE
WANTAGH, NY 11793
LOC 001 BLDG 001
PSEG
176 EAST OLD COUNTRY ROAD
HICKSVILLE, NY 11801



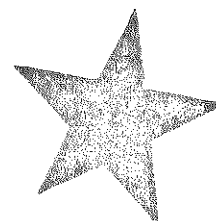
POLICY NUMBER: 12 SBM UQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGER/LESSOR

LOC 001 BLDG 001
TOWN OF OYSTER BAY DEPT OF PARKS
150 MILLER PL,
SYOSSET, NY 11771



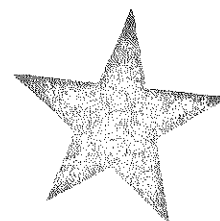
POLICY NUMBER: 12 SBM UQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

TOWN OF OYSTER BAY
45 AUDREY AVE
OYSTER BAY, NY 11771



Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 002

Process Date: 05/21/21

Expiration Date: 05/10/22

BUSINESS LIABILITY COVERAGE FORM

(5) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

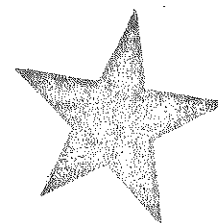
If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

POLICY NUMBER: 12 SBM UQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION



Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 003

Process Date: 05/21/21

Expiration Date: 05/10/22

POLICY NUMBER: 12 SEM UQ3886



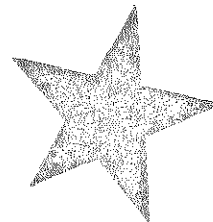
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE/POLITICAL SUBDIVISION

LOC 001 BLDG 001
TOWN OF OYSTER BAY
150 MILLER PL
SYOSSET, NY 11791

TOWN OF OYSTER BAY
DEPT OF PUBLIC WORKS/HIGHWAY
150 MILLER PLACE
SYOSSET, NY 11791

LOC 001 BLDG 001
TOWN OF OYSTER BAY
54 AUDREY AVE,
OYSTER BAY, NY 11771



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

This Agreement is made this 11 day of May, 2021, by Oyster Bay - E. Norwich Chamber of Commerce (the "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as

15 Bayhills Road, Oyster Bay, 12 S.O.B.T. Pails for handling

for the event described as Classic Car Cruise Nights

The property/equipment is needed from June 1, 2021 to September 30, 2021

This event for which the property and/or equipment is requested ☒ is ☐ is not a profitmaking 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

Oyster Bay - E. Norwich Chamber
of Commerce

Address of Organization

PO Box 21
Oyster Bay, NY 11771

By:

[Signature]
Authorized Representative

Title: President

Telephone Number: 631-987-7095



TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION

Applicant Name: Oyster Bay E. Norwich Chamber of Commerce
Event Description: Cruise Nights
Event Date: Tuesdays June 21 through Sept. 21, 2021

The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.


Applicant Signature

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

On the 27th day of May, 2021, before me, the undersigned, personally appeared Ryan P. Schiohar personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

CHARISMA E. VEGA
Notary Public, State of New York
No. 01VE5036362
Qualified in Nassau County
Commission Expires January 24, 2022


Notary Public

Last Revised: May 5, 2021

DATE: 5/27/2021

TO: HIGHWAY OPERATIONS

SUBJECT: OBEN Chamber of Commerce Weekly Classic Car Cruise Night

PLEASE DELIVER TO:

DATE OF EVENT: 6/1/21-9/21/21

OBEN CC will contact
Lake ave yard to arrange delivery

BARRICADES: 15

CONTACT: Ryan Schlotter
[REDACTED]

CONES: 20

SHORT PAILS: 12

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 5/28/21


PICKUP ON: 9/22/21

SWEEPING BEFORE AFFAIR IS NEEDED:

 XX
YES NO

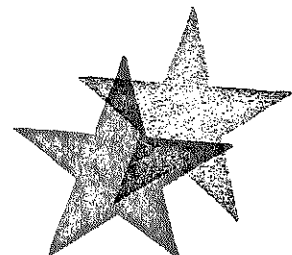
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Peter Brown, General Foreman 002
Dan Kornfeld
Kevin Freiberg, Area Foreman 013
Public Safety Division



WHEREAS, William Byrne, President, Operation Rolling Thunder, Inc. New York, Chapter 6, 99 New York Avenue, Massapequa, New York 11758, requested the closure of New York Avenue, between Hicksville Road and Central Avenue, Massapequa, the use of Municipal Parking Field M-9, Massapequa, and the posting of temporary "No Parking" signs on said Field, on Monday, May 30, 2021, from 6:00 a.m. through 6:00 p.m., so that the organization may conduct it's Memorial Day Remembrance Rally; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated May 24, 2021, advised that the above-mentioned property and equipment will not be required for use by the Town at that time, and that the Department has no objection to permitting Operation Rolling Thunder, Inc., New York, Chapter 6, with the closure of New York Avenue, between Hicksville Road and Central Avenue, Massapequa, the use of Municipal Parking Field M-9, Massapequa, and the posting of temporary "No Parking" signs on said Field, on Monday, May 30, 2021, from 6:00 a.m. through 6:00 p.m., so that the organization may conduct it's Memorial Day Remembrance Rally; and

WHEREAS, this Town Board deems this event 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 requests as hereinabove set forth are approved, nunc pro tunc from May 30, 2021, and the Highway Department is authorized to provide Operation Rolling Thunder, Inc., New York, Chapter 6, with the closure of New York Avenue, between Hicksville Road and Central Avenue, Massapequa, the use of Municipal Parking Field M-9, Massapequa, and the posting of temporary "No Parking" signs on said Field, on Monday, May 30, 2021, from 6:00 a.m. through 6:00 p.m., so that the organization may conduct it's Memorial Day Remembrance Rally, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Town of Oyster Bay, and its duly designated representatives.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activities.
3. The said organization shall file a certificate of insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$2,000,000.00 bodily injury and \$1,000,000.00 property damage, and naming the Town as an additional insured, in connection with the afore-described activity.
4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the aforescribed activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

-#-

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

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

Reviewed By
Office of Town Attorney
[Signature]

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 24, 2021

TO: MEMORANDUM DOCKET

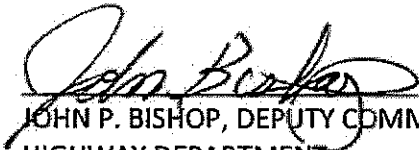
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: ROLLING THUNDER NY CHAPTER 6 MEMORIAL DAY REMEMBRANCE RALLY
MAY 30TH 2021
(NUNC PRO TUNC)

Enclosed please find a copy of the letter from William Byrne, of the Rolling Thunder Inc, NY chapter 6, requesting our assistance in conducting a Memorial Day Remembrance Rally on Sunday, May 30th 2021.

The Highway Department has no objection to the Rolling Thunder Inc. NY Chapter 6 closing New York Avenue as well as utilizing the Municipal Parking Field M-9 in Massapequa on Sunday, May 30th 2021 for their rally from 6:00 am until 6:00 pm and will post temporary "No Parking" sign for the above mentioned dates and times.

Also attached is a Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement, and Covid-19 Compliance Agreement to cover this event, therefore, Town Board approval is requested.



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

CC: Richard Lenz, P.E., Commissioner DPW/HWY
Peter Brown, General Foreman 003
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Department of Public Safety
Grace SantaMaria, Highway Administration



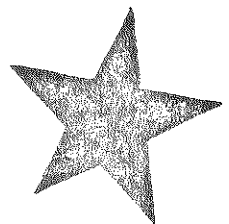
ROLLING THUNDER® INC NY 6
99 NEW YORK AVE
MASAPEQUA NY 11758

Town of Oyster Bay,

Rolling Thunder® Inc, NY 6 is requesting a permit to close
New York ave, in Massapequa, between Hicksville rd and
Central ave, on Sunday May 30th for a Memorial Day
Remembrance rally.

Thank You,

William Byrne, President
Rolling Thunder® Inc, NY 6
wbyrnerollingthunderli@gmail.com
516-765-0905





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 TCR Insurance Services Inc 201 Edward Curry Avenue Suite 205 Staten Island NY 10314	CONTACT NAME: Rosalba Sessa PHONE (ACT, No. Ext): (718) 370-3131 FAX (ACT, No.): (718) 370-3132 ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rolling Thunder Chapter 5 NY 9 Clover Avenue Floral Park NY 11001	

COVERAGES

CERTIFICATE NUMBER: CL1910945963

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	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NYP3552258	10/7/2020	10/7/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ Included Employee Benefits \$ COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIREDAUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	YIN <input type="checkbox"/> RIA				EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Directors and Officers		NYP3552258	10/07/2020	10/07/2021	Limit: \$1,000,000 Ded: \$1,000
A	Employment Practices		NYP3552258	10/07/2020	10/07/2021	Limit: \$1,000,000 Ded: \$1,000

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

Directors and Officer and Employment Practices Liability are both based on a Claims Made Form.

Event Date: May 30, 2021

CERTIFICATE HOLDER

CANCELLATION

Town Of Oyster Bay Highway Department 150 Miller Place Syosset, NY 11791	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 William DeMaio/ROSA
---	--

ACORD 25 (2014/01)
INS025 (2014/01)

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**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an insured any person, entity or organization that is:

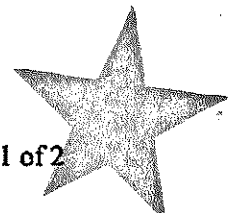
1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to "your work"; or
2. A licensor under a license agreement with the Named Insured as licensee relating to "your work"; or
3. A co-owner with the Named Insured in premises used for "your work"; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner's (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of "your work"; or
5. A mortgagee, assignee or receiver of the Named Insured relating to "your work"; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to "your work"; or
7. A grantor of a permit to the Named Insured as permittee relating to "your work".

However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to "your work"; or
 9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with "your work";

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to "your work".

Such person, entity or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with "your work" while such written contract, written permit or written agreement is in effect.



EXCLUSIONS

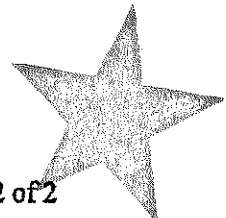
There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury":

1. That occurs after all of "your work", including materials, parts or equipment furnished in connection with "your work" and performed under a written contract, written permit or written agreement has ended; or
When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of "your work" performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the "products-completed operations hazard".

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



Non-Harmless Agreement for Use of LOWN Property and/or Equipment

Agreement is made this 19 day of May, 2021, by Rolling Thunder® Inc NY Chapter 6
 hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment
 located at and/or described as New York ave, between Hicksville rd (107) and Central ave, as well as the
town parking lot located between Hicksville rd and Central ave, between
New York ave and Pennsylvania ave

the event described as A Memorial Day Remembrance Rally
property/equipment is needed from 6:00am on 05/30/2021 to 6:00pm on 05/30/2021
event for which the property and/or equipment is requested ☐ is ☐ is not a profit making event.

consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment 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, 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.

her, 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 liability, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

*derstand that the abovementioned use of Town property and/or equipment is subject to the approval of the Town
rd of the Town of Oyster Bay.*

Name of Organization

Rolling Thunder® Inc NY Chapter 6

Address of Organization

99 New York ave

Massapequa NY 11758

By: William Byrne

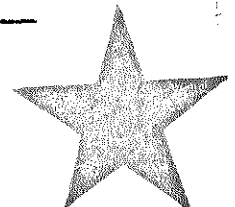
Authorized Representative

Title: President

Telephone Number: 516-765-0905

Reviewed By
Office of Town Attorney

may withhold harmless for us clowning to ptycu in dock





**TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION**

Applicant Name: William Byrne

Event Description: Memorial Day Remembrance

Event Date: 05/30/2021

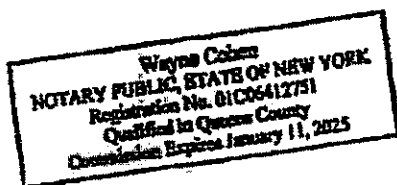
The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.

Wm Byrne
Applicant Signature

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

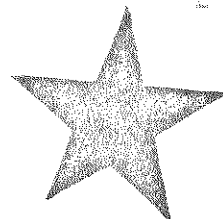
On the 5 day of MAY, 2021, before me, the undersigned, personally appeared _____ personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Wayne Cohen 5/20/2021
Notary Public

Last Revised: May 5, 2021

Reviewed By
Office of Town Attorney
[Signature]



WHEREAS, Alberts Group Syosset, LLC and Darshan Singh Bagga LLC, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit for property located at 567 Jericho Turnpike, Syosset; and

WHEREAS, Robert G. Litt, Esquire, by letter dated April 28, 2021, requested withdrawal of said application; and

WHEREAS, Resolution No. 480-2005, adopted on June 21, 2005, authorizes the refund of \$100.00 to an applicant for the advance transcript fee and a refund of \$180.00 to an applicant who withdraws its application prior to the Town incurring publication costs; and

WHEREAS, no publication costs have been incurred in the subject application,

NOW, THEREFORE, BE IT RESOLVED, That the application of Alberts Group Syosset, LLC and Darshan Singh Bagga LLC, for a Special Use Permit, for the premises at 567 Jericho Turnpike, Syosset, is hereby withdrawn; and be it further

RESOLVED, That the Comptroller is hereby authorized to refund the amount of \$280.00 to the above named applicants, whose application is hereby withdrawn prior to publication of a public notice, upon submission of a certified claim, duly approved by the Town Attorney, after audit by the Comptroller, said funds to be drawn from Account No. OTA A 0001 01265 000 0000.

#

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

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

Reviewed By
Office of Town Attorney
[Signature]

332

Town of Oyster Bay
Inter-Departmental Memo

To: Memorandum Docket

From: Office of the Town Attorney

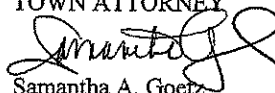
Date: May 25, 2021

Subject: Withdrawal from Zoning Application for Special Use Permit for Edward Alberts, Alberts Group LLC and Darshan Singh Bagga LLC, to maintain a fitness training facility.
Premises: 567 Jericho Turnpike, Syosset, NY 17791

Robert G. Litt, Esq., by letter dated April 28, 2021, has requested that the application of his clients, Alberts Group Syosset, LLC and Darshan Singh Bagga LLC, for a Special Use Permit, be withdrawn for the property located at 567 Jericho Turnpike, Syosset, New York. As this matter has not been heard, the applicant is entitled to a refund of fees in the amount of \$280.00, pursuant to Resolution No. 480-2005, adopted June 21, 2005.

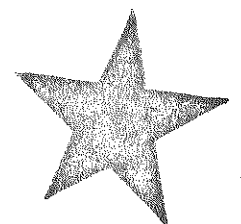
Accordingly, attached hereto for Town Board consideration is a proposed resolution authorizing the withdrawal of the application of Alberts Group Syosset, LLC, and the payment of a refund upon submission of a certified claim.

FRANK M. SCALERA
TOWN ATTORNEY


Samantha A. Goetz
Assistant Town Attorney

SAG:sag
Attachment
cc: Office of the Town Attorney (with 9 copies)

S:\Attorney\RESOS 2021\MD & RESO\Withdrawn Zoning App for Special Use Edward Alberts.docx



LITT LAW GROUP, LLC
ATTORNEYS & COUNSELORS AT LAW
66 NORTH VILLAGE AVENUE
ROCKVILLE CENTRE, NEW YORK 11570
TELEPHONE (516) 341-7500 • FACSIMILE (516) 341-7502

ROBERT G. LITT
Also Admitted in New Jersey & Connecticut

SHARON ASPES
STEVEN M. FINK

Of Counsel
MARILYN K. LITT
PAUL A. RACHMUTH
MICHAEL S. FINKELSTEIN

April 28, 2021

BY MAIL & EMAIL

Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771
Attn: Sheila Starnowski, Legislative Affairs

Re: Special Use Permit Application for Edward Alberts, Alberts Group Syosset LLC
and Darshan Singh Bagga LLC, to maintain a fitness training facility.
Premises: 567 Jericho Turnpike, Syosset, NY 11791

Dear Ms. Starnowski:

We are counsel for the Petitioner in the above-referenced matter. Please be advised that we are hereby withdrawing the application on behalf of our client.

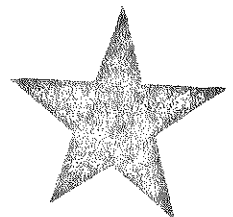
Please mail any refunds, if any, to our office. Thank you.

Very Truly Yours,

Robert G. Litt, Esq.

cc: Sheila Starnowski, Legislative Affairs, starnowski@oysterbay-ny.gov
Jeffrey Vitale, Planning 1, Planning Division, jvitale@oysterbay-ny.gov
Edward Alberts, ed@edalberts.com; Abby Weaver, abby@rehabresources.org

www.littlawgroup.com



FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THIS BORDER

VOID VOID VOID

LITTELL LAW GROUP, LLC
IOLA ACCOUNT
265 SUNRISE HIGHWAY, SUITE 62
ROCKVILLE CENTRE, NY 11570

BRIDGEHAMPTON NATIONAL BANK
333 MERRICK RD
ROCKVILLE CENTRE, NY 11570

9218

6/15/2020

BY THE ORDER OF
Town of Oyster Bay
Eight Hundred and 00/100

**800.00

\$

DOLLARS

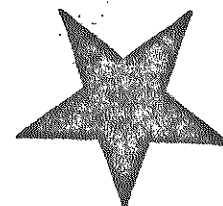
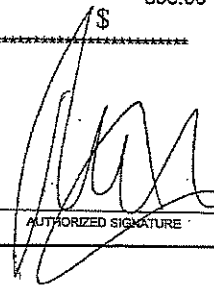
Town of Oyster Bay

VOID VOID VOID

MEMO application fee for Edward Alberts, Alberts Group Sy

SECURITY FEATURES INCLUDED. DETAILS ON BACK

AUTHORIZED SIGNATURE



Department Town Attorney

Date June 18, 2020

This statement to accompany payments to the Supervisor stating when, from whom and for what use monies were received.

Check No.	Date	Amount	Credit Account	Received From	Description
9218	6/15/2020	\$800.00		Jit Law Group, LLC IOLA Account 286 Sunrise Highway, Suite 62 Rockville Centre, NY 11570	Application and Transcript fee for a Special Use Permit to maintain a fitness center in Syosset 567 Jericho Turnpike, Syosset, NY, 11791 Section 15, Block F, Lots 845, 1384, 1469
Total					
					\$800

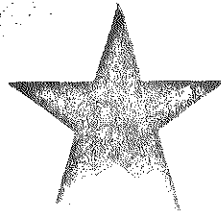
I hereby certify that the sum of \$ 800 as described above was all the monies received by me for the Town of Oyster Bay.

Sheila Tarnowski	Director of Legislative Affairs
Name	Title

Received \$ 800.⁰⁰ by the Supervisor on 6/18/2020 ROSARIO (RS) D.R. OF FINANCE
Name Title
Date

Distribution:

1. White – Supervisor's Copy
2. Canary -- Comptroller's Copy
3. Blue -- Department Copy Supervisor to Receipt & Return



WHEREAS, pursuant to public notice, a public hearing was held on February 9, 2021 to consider the proposed contract between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District, for the period January 1, 2021 through December 31, 2021, *nunc pro tunc*, for rental of hydrants located within the Town's boundaries, which hydrants are owned and maintained by the Water District; and

WHEREAS, by Resolution No. 128-2021, adopted February 23, 2021, the Town Board authorized the Supervisor or his designee to enter into said Agreement between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District for the rental of fire hydrants at an agreed per annum rental fee not to exceed \$114,500, for the period January 1, 2021 through December 31, 2021, *nunc pro tunc*; and

WHEREAS, due to a scrivener's error, the number of hydrants was incorrectly listed as One Thousand One Hundred Forty-Five (1,145) hydrants, when there are actually One Thousand One Hundred Forty-Seven (1,147) hydrants, which resulted in an error to the total amount of the contract; and

WHEREAS, Frank M. Scalera, Town Attorney and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated May 27, 2021, recommended that the Town Board ratify and approve an Agreement between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District for the rental of fire hydrants at an agreed per annum rental fee not to exceed \$114,700, *nunc pro tunc*, for the rental of hydrants for the 2021 calendar year,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is authorized to enter into an Agreement between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District for the rental of One Thousand One Hundred Forty-Seven (1,147) fire hydrants at an agreed per annum rental fee of \$114,700, for the period January 1, 2021 through December 31, 2021, *nunc pro tunc*, and payments pursuant to the terms and conditions thereof are hereby authorized upon presentation of a duly certified claim therefor, after audit by the Comptroller, with funds to be drawn from Account No. TWN SF 09 3410 45300 000 0000.

-#-

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

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

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

334

Town of Oyster Bay
- Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : May 27, 2021

SUBJECT: 2021 Hydrant Rental – Plainview Fire Protection District and Plainview Water District

On February 9, 2021, a public hearing was held in connection with the contract between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District and the Plainview Water District for the rental of hydrants for the 2021 calendar year. By Resolution No. 128-2021, adopted February 23, 2021, the Town board authorized said agreement at a cost of One Hundred (\$100) Dollars per hydrant. Due to a scrivener's error, the number of hydrants was incorrectly listed as One Thousand One Hundred Forty-Five (1,145) hydrants, when there are actually One Thousand One Hundred Forty-Seven (1,147) hydrants, which resulted in an error to the total amount of the contract.

It is our recommendation and request that the Town Board correct this scrivener's error, and ratify and approve an Agreement between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District for the rental of fire hydrants at an agreed per annum rental fee not to exceed \$114,700 for the rental of hydrants for the 2021 calendar year. Accordingly, submitted herewith is a draft resolution.

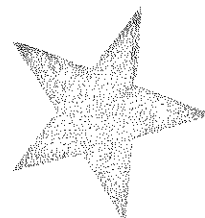
Kindly include this matter on the June 15, 2021, Town Board action calendar. The proposed resolution accompanies this memo.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughman
Elizabeth A. Faughman
Deputy Town Attorney

EAF:ba
Enclosure
File 3079

S:\Attorney\RESOS 2021\WD & RESO\Plainview WD hydrants 2021 - update - eaf.doc



Meeting of January 26, 2021

Resolution No. 52-2021

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on a proposed contract between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District and the Plainview Water District, *nunc pro tunc*, for the rental of hydrants for the 2021 Calendar Year, said Hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on February 9, 2021 at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in

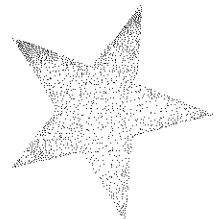
newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

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Reviewed By
Office of Town Attorney
Elizabeth A. Laughman

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

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



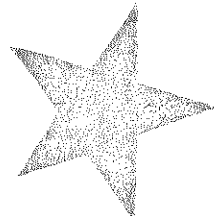
Reviewed By
Office of Town Attorney

Elizabeth O. Jauchner

**PUBLIC NOTICE
ON PROPOSED CONTRACT FOR FIRE HYDRANT RENTAL**

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on Tuesday, February 9, 2021 at 10:00 o'clock a.m., prevailing time, at which Hearing residents and interested parties will have an opportunity to be heard on the proposed Contract between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District for the rental of One Thousand One Hundred Forty-Five (1,145) hydrants at an agreed per annum rental fee not to exceed \$114,500 for the period from January 1, 2021 through December 31, 2021, *nunc pro tunc*, for the benefit of the Plainview Fire Protection District. In the event that said hearing is held by teleconference because of the restrictions imposed by NYS Executive Order, the hearing will be live streamed on oysterbaytown.com, and the proceedings of the hearing will be transcribed and available to the public. Any party interested in submitting comments on this matter may submit those comments not later than the close of business February 19, 2021, by mail, to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, NY 11771, or by email to publiccomment@oysterbay-ny.gov. The Contract shall provide in general that any recognized and established fire company, or department, which, from time to time, may furnish fire protection to the inhabitants within the Plainview Water District, or to persons having property located therein, shall be allowed to use said fire hydrants, and all necessary water which can be drawn therefrom, for the fighting and control of fires and such other purposes as are generally customarily used for fire fighting and control. BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LAMARCA, Town Clerk.

Dated: January 26 , 2021, Oyster Bay, New York.



7/26
Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, pursuant to public notice, a public hearing was held on February 9, 2021 at 10:00 o'clock a.m., prevailing time, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, at which hearing all parties interested were given an opportunity to be heard upon the question of the proposed contract between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District, for the period January 1, 2021 through December 31, 2021, nunc pro tunc, for the rental of One Thousand One Hundred Forty-Five (1,145) hydrants located within the Town's boundaries, which hydrants are owned and maintained by the Water District, at an agreed per annum rental fee not to exceed \$114,500; and

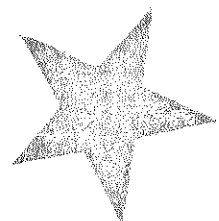
WHEREAS, following due deliberation, it was determined to be in the best interests of the residents of the Plainview Fire Protection District to enter into an Agreement with the Plainview Water District, for the rental of fire hydrants for the year 2021,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor or his designee is authorized to enter into an Agreement between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District for the rental of fire hydrants at an agreed per annum rental fee not to exceed \$114,500, for the period January 1, 2021 through December 31, 2021, nunc pro tunc, and payments pursuant to the terms and conditions thereof are hereby authorized upon presentation of a duly certified claim therefor, after audit by the Comptroller, with funds to be drawn from Account No. TWN SF 09 3410 45300 000 0000.

-#-

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

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



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 26, 2021, requested Town Board authorization to conduct a community based food drive in cooperation with Island Harvest; and

WHEREAS, the event will take place at Marjorie R. Post Community Park, Massapequa, on Saturday, June 26, 2021 from 9:00 a.m. through 2:00 p.m.; in the event of rain, the event will take place on Sunday, June 27, 2021. Date, location and times may be changed by the Commissioner of Parks or his designee; and

WHEREAS, residents will have the opportunity to donate non-perishable foods and pet food, to be distributed by Island Harvest. To maintain appropriate social distancing, the food will be collected in a "drive thru" model without the need for residents to leave their vehicles. Food will be collected by both Island Harvest and Town of Oyster Bay Parks personnel; and

WHEREAS, Commissioner Pinto, by said memorandum, requested approval to utilize the services of EKO Production Incorporated, as authorized by Town Board Resolution No. 664-2020; and

WHEREAS, Commissioner Pinto, by said memorandum, requested approval to accept the addition of in-kind sponsors in exchange for promotional consideration for the event. Sponsorship program may include the logo and/or wordmark on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising and mailing; and

WHEREAS, the cost for the audio services and any further event expenses, pursuant to the Town's Procurement Policy, not listed here, but deemed appropriate by the Commissioner of Parks, or his designee shall not exceed the total amount of \$ 2,000.00 and are to be paid from Account No. PKS A 7110 47670 000 0000;

NOW, THEREFORE, BE IT RESOLVED, That the requests, as hereinabove set forth, are hereby accepted and approved, and the Department of Parks is hereby authorized to conduct the community food drive in cooperation with Island Harvest on the aforementioned time and location; authorized to use audio services; and the Department of Parks is hereby authorized to accept the addition of in-kind sponsors in exchange for promotional consideration of the event.

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

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

Reviewed By
Office of Town Attorney



Inter-Department Memo

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: MAY 26, 2021

SUBJECT: TOWN OF OYSTER BAY DRIVE THRU FOOD DRIVE

The Department of Parks is seeking Town Board approval to conduct a community based food drive in cooperation with Island Harvest.

The event shall take place at Marjorie R. Post Community Park on Saturday, June 26th from 9:00am – 2:00pm with a rain date of Sunday June 27th. Date, location and times may be changed by the Commissioner of Parks or his designee.

Residents shall have the opportunity to donate non-perishable food, as well as pet food, to be collected and distributed by Island Harvest. In the practice of appropriate social distancing, food will be collected in a "drive thru" model without residents ever having to leave their vehicles. Food will be collected by both Island Harvest and Town of Oyster Bay Parks personnel.

~~Audio services may be incorporated into the event. The Department of Parks requests Town Board approval to utilize the services of EKO Productions Incorporated, Town Board Resolution No. 664-2020 (attached) as authorized by the Town Board.~~

The Department of Parks is seeking Town Board approval to accept the addition of In-kind sponsors to promote and advertise the Food Drive in exchange for event sponsorship. Sponsorship of the program may include the logo and/or wordmark on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising and mailings.

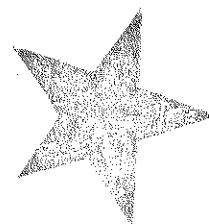
Cost for the audio services and any further event expenses, pursuant to the Town's Procurement Policy, not listed here but deemed appropriate by the Commissioner of Parks or his designee shall not exceed the total amount of \$2,000.00 and are to be paid from account PKS A 7110 47670 000 0000.

The Department of Parks recommends Town Board approval.



Joseph G. Pinto

Commissioner of Parks



JGP; EW

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on May 12, 2021, for Contract No. H20-206R, Repairs to the Hicksville Parking Facility Elevators, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated May 27, 2021 and June 4, 2021, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. H20-206R were reviewed by Lizardos Engineering Associates, P.C.; and

WHEREAS, Lizardos Engineering Associates, P.C., by letter dated June 3, 2021, recommended the award of Contract No. H20-206R to S.J. Hoerning Construction, Inc., 1471 Fifth Avenue, Bay Shore, New York 11706, the lowest responsive and responsible bidder among four (4) bids received, in the amount of \$1,130,000.00; and

WHEREAS, as per Town policy, \$57,700.00 should be added to the low bid amount for potential quantity increases; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of Lizardos Engineering Associates, P.C., and recommended the award of Contract No. H20-206R, to S.J. Hoerning Construction, Inc., the lowest responsive and responsible bidder, in the amount of \$1,130,000.00, \$57,700.00 for potential quantity increases and Alternate No. 1 for an extended maintenance contract in the amount of \$24,000.00 for a total bid encumbrance of \$1,211,700.00; and

WHEREAS, the estimated construction time for completion of the contract is three hundred and forty-five (345) calendar days, with funds to be drawn from Account No. DER H 8797 20000 000 2106 015, Project ID No. 2104HWYST-02; and

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

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. H20-206R is awarded to S.J. Hoerning Construction, Inc., in an amount not to exceed \$1,130,000.00, plus Alternate No. A1 in an amount not to exceed \$24,000.00, and \$57,700.00 for potential quantity increases, in accordance with the provisions herein, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. HWY H 5997 20000 000 2104 016, Project ID No. 2104HWYST-02; and be it further

7MS
Reviewed By
Office of Town Attorney
[Signature]

RESOLVED, that the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$1,211,700.00, upon presentation of a duly certified claim, after audit.

-#-

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JUNE 4, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL MEMO TO ITEM NO. 19
DOCKET OF JUNE 1, 2021
AWARD OF CONSTRUCTION CONTRACT
REPAIRS TO THE HICKSVILLE PARKING FACILITY ELEVATORS
CONTRACT NO. H20-206R
ACCOUNT NO. HWY H 5997 20000 000 2104 016
PROJECT ID NO. 2104HWYST-02

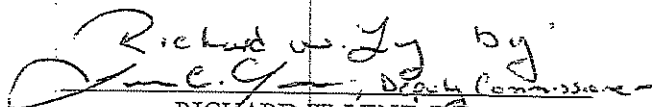
In furtherance to Item No. 19 of the docket of June 1, 2021, on May 12, 2021, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. S.J. Hoerning Construction, Inc., 1471 Fifth Avenue, Bay Shore, New York 11706 submitted the lowest responsive bid among four (4) in the amount of \$1,130,000.00.

Attached is a letter dated June 3, 2021 from the office of Lizardos Engineering Associates, P.C. recommending the award of this contract to S.J. Hoerning Construction, Inc. Additionally, the Department of Public Works recommends acceptance of Alternate No. A1 for an extended maintenance contract in the amount of \$24,000.00, for a total bid amount of \$1,154,000.00. In accordance with Town policy, an additional \$57,700.00 be reserved for potential quantity increases, for a total award amount of \$1,211,700.00.

The estimated construction time for completion of the subject contract is 345 calendar days. Funds are available for the subject contract work in Account No. HWY H 5997 20000 000 2104 016.

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

We concur with the recommendation of Lizardos Engineering Associates, P.C. and request that Contract No. H20-206R be awarded to S.J. Hoerning Construction, Inc., in the amount of \$1,130,000.00, that Alternate A1 be accepted in the amount of \$24,000.00, and that \$57,700.00 be applied to the bid amount for a total bid encumbrance of \$1,211,700.00.


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

RWL/JCT/AR/lk
Attachments

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

H20-206R DOCKET AWARD SUPP



June 3, 2021

Mr. Matt Russo, P.E.
Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, NY 11791-5699

Reference: Contract Number H20-206-R
TOB Hicksville Parking Garage
Elevator Modernization
Lizardos Project Number: 07194.01

Dear Mr. Russo:

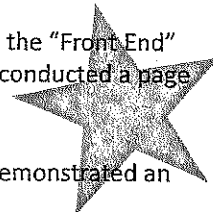
On June 3, 2021 the Town of Oyster Bay (TOB), Lizardos Engineering (LEA), and Hirani Engineering & Land Surveying, P.C. (HIR) conducted a video conferenced interview with SJ Hoerning Construction Inc. (SJH) and their sub-consultant Dynasty Elevator Corp. (DYN) to determine their understanding of the project documents and determine if they are able to provide the expertise required to provide a completed project to the TOB.

The following is a list of meeting attendees:

<u>Attendee:</u>	<u>Representing:</u>	<u>Email:</u>
Matt Russo, P.E.	TOB	MRusso@OysterBay-NY.gov
Douglas Pavone, P.E.	LEA	Douglas.Pavone@LEAPC.com
Gurkay Sebat	LEA	Gurkay.Sebat@LEAPC.com
Steven Green	LEA	Steven.Green@LEAPC.com
Daniel Loscalzo, P. E.	HIR	dloscalzo@hiranigroup.com
Joe Hoerning	SJH	Joe@sjhoerning.com
Brian Hoerning	SJH	brian@sjhoerning.com
John Mezzo	DYN	john@dynastyelevator.com
Michael Fairclough	DYN	mike@dynastyelevator.com

During the interview, the TOB, LEA and HIR reviewed with SJH and DYN the "Front End" project contract, Specification Division 14 "Conveying Equipment" and conducted a page turn of the project drawing set.

SJH and DYN had a few questions regarding the information but in all demonstrated an understanding of the project documents.



HEADQUARTERS
200 Old Country Road Suite 670
Mineola New York 11501
v 516 484 1020 f 516 484 0926

NEW YORK CITY OFFICE
222 West 37th Street - 7th Floor
New York NY 10018
v 212 967 7651 f 212 967 7654

www.leapc.com

PRESIDENT AND CEO
George A. Lombardo, PE LEED®

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Ralph Aldorasi, PE LEED®
John E. Lizardos, PE LEED®
Marios C. Tinis, PE

ASSOCIATE VICE PRESIDENTS
Dirk Anderson, PE LEED®
Andrew Dubel, PE LEED®
Steve Sonmez, PE LEED® CBCP CEM
Matthew R. Liff, PE
Patrick J. Tennant, PE CBCP CEM

SENIOR ASSOCIATE
DIRECTOR OF OPERATIONS
Thomas J. Cusack, PE LEED®

SENIOR ASSOCIATE
DIRECTOR OF PLUMBING AND FIRE PROTECTION
Keith P. Brumblay

SENIOR ASSOCIATES
Dana L. Harris
Vladimir P. Lamin
Linda A. McNulty LEED®
Thomas Roberts
Maurice Stevenson
Riza Susel, PE

ASSOCIATES
Joseph A. Hayden, PE
Giuseppe Licandro
Kim Montague

FOUNDING PARTNER
Evans J. Lizardos, PE LEED®

PRINCIPALS EMERITUS
Lewis M. Damruer, PE
Douglas J. Pavone, PE



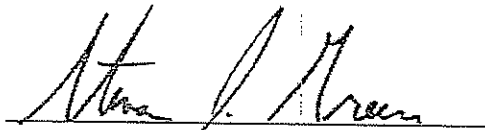
NYSERDA-Approved FlexTech Consultant

LEA is confident that SJH and DYN understands the project documents and can provide the expertise to provide a completed project to the TOB. Based on this interview and experience reference recommendations received; LEA recommends to the TOB that SJH be awarded the contract for the Hicksville Parking Garage, Elevator Modernization project.

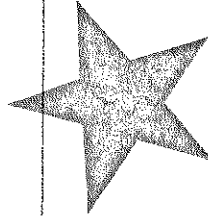
Should you have any questions, please do not hesitate to contact us.

Sincerely,

LIZARDOS ENGINEERING ASSOCIATES, P.C.



Steven Green
Senior Buildings Designer



cc: R. Dructor, Lizardos

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MAY 27, 2021

TO : MEMORANDUM DOCKET


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

SUBJECT : AWARD OF CONSTRUCTION CONTRACT
REPAIRS TO THE HICKSVILLE PARKING FACILITY ELEVATORS
CONTRACT NO. H20-206R
SUPPLEMENTAL MEMO TO FOLLOW

On May 12, 2021 the Division of Purchasing received bids for the subject contract. At this time the bids received are under review to ensure compliance with the technical and qualifications requirements of the contract documents.

A formal recommendation of award will be presented through a supplemental memorandum docket.

It is therefore requested that a space be reserved at the Town Board meeting of June 15, 2021 for the Town Board to take action on the award of Contract No. H20-206R, Repairs to the Hicksville Parking Facility Elevators.

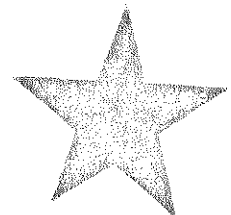


RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/~~JC~~/MR/lk

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

H20-206R DOCKET AWARD RESERVE



WHEREAS, the Town of Oyster Bay entered into a Site Access Agreement with Northrop Grumman Systems Corporation ("Grumman") to allow for the installation of groundwater conveyance piping on Town roadways by Resolution No. 85-2021, adopted on February 9, 2021; and

WHEREAS, as described in Section 11 of the Site Access Agreement, the construction documents which were reviewed and approved by the Department of Public Works ("DPW") and the New York State Department of Environmental Conservation required Grumman to restore the entire travel lane where the pipeline and associated equipment is installed on Town roads; and

WHEREAS, DPW desired to repave the entire width of the roadway in the project area and subsequently negotiated a financial agreement with Grumman which allowed for Grumman to restore only the pipe trench to grade, in accordance with DPW standards, and then provide the necessary funding to the Town to repave the entire width of the roadway, at an estimated cost of \$153,288.00 according to the Division of Engineering; and

WHEREAS, Grumman by letter dated June 3, 2021, agreed to make payment to the Town in the amount of \$153,288.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated May 28, 2021 and June 7, 2021, requested that the Town Board approve this financial agreement and accept payment from Grumman in the amount of \$153,288.00 to fund the repaving of roadways affected by the RW-21 Remedial System Conveyance pipeline system,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Town is hereby authorized to accept payment from Northrop Grumman Systems Corporation in the amount of \$153,288.00 to fund the repaving of roadways affected by the RW-21 Remedial System conveyance pipeline installation.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JUNE 7, 2021

TO : MEMORANDUM DOCKET

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

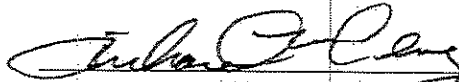
SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 20
DOCKET OF JUNE 1, 2021
COST SHARING AGREEMENT FOR ROAD REPAVING
NORTHROP GRUMMAN SYSTEMS CORPORATION
RW-21 HOTSPOT REMEDIAL SYSTEM INSTALLATION

In furtherance to Item No. 20 of the docket of June 1, 2021, the Town of Oyster Bay entered into a Site Access Agreement with Northrop Grumman Systems Corporation ("Grumman") to allow for the installation of groundwater conveyance piping on Town roadways by Resolution 85-2021, dated February 9, 2021.

As described in Section 11 of the Agreement, the construction documents which were reviewed and approved by the Department of Public Works ("DPW") and the New York State Department of Environmental Conservation required Grumman to restore the entire travel lane where the pipeline and associated equipment is installed on Town roads. DPW had desired to repave the entire width of the roadway in the project area, and subsequently negotiated a financial agreement with Grumman which will allow for Grumman to restore only the pipe trench to grade, in accordance with DPW standards, and then provide the necessary funding to the Town to repave the entire width of the roadway. The Division of Engineering has estimated this cost to be \$153,288.00 utilizing current requirements contracts, which was comparable to the cost by Grumman to restore only the travel lane.

Attached is a letter from Grumman dated June 3, 2021 agreeing to make payment to the Town in the amount of \$153,288.00 for this purpose.

It is therefore recommended that the Town Board approve this financial agreement and to accept payment from Northrop Grumman Systems Corporation in the amount of \$153,288.00 to fund the repaving of roadways affected by the RW-21 Remedial System conveyance pipeline installation.



RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/NOT/MR/IK

c : Steven Ballas, Comptroller
Robert Darienzo, Director of Finance
John Bishop, Deputy Commissioner/Highway

GRUMMAN RW-21 PAVING COST-SHARE DOCKET SUPP



Northrop Grumman
925 South Oyster Bay Road
M/S 02/BP18
Bethpage, N.Y. 11714-3582

June 3, 2021
ESH&M -21L018

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

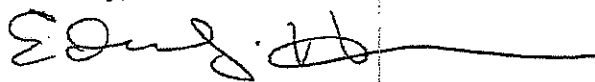
Dear Commissioner Lenz

This letter is written to notify the Town regarding a change to the work plan for the work being performed pursuant to the RW-21 Treatment System Site Access Agreement between Northrop Grumman and the Town of Oyster Bay approved by the Town Board on February 9, 2021 (the Agreement). The change in the work plan addresses the portion of the work plan that describes restoration of the work area upon completion of the work.

Paragraph 11 of the Agreement requires Northrop Grumman to restore the Town's property "to the reasonable satisfaction of the Town in accordance with Town standards, including by milling and resurfacing affected asphalt." The work plan described the restoration process in detail, including Northrop Grumman's agreement to repave one lane of traffic and not just the affected asphalt. The Town has informed Northrop Grumman that upon completion of the pipe installation project, it intends to repave the entire road along the pipe route and not just the affected areas or the single lane discussed in the work plan. Based on discussions with the Town, the work plan will be changed so that Northrop Grumman will satisfy its Paragraph 11 obligation to restore the Town property by

placing asphalt binder to grade. This asphalt binder will occupy the trench width along with any other cut-outs needed for the pipe installation. The Town will mill the top portion of the binder and existing road and place final asphalt and joint sealant as needed. In addition to the above, Northrop Grumman will pay the Town \$153,288.00 to be used by the Town for the repaving of the roads upon approval by the Town Board.

Sincerely,



Edward J. Hannon, Manager
Environmental, Safety, Health and Medical

cc: Frank Scalera
Aaron Gershonowitz,
Richard LaMarca
Matt Russo
Russell Selman

Meeting of February 9, 2021

Resolution No. 85-2021

WHEREAS, Northrop Grumman Systems Corporation ("NGSC") previously entered into an Order on Consent, Index No. W1-1183-14-05, with the New York State Department of Conservation ("NYSDEC") for the investigation and remediation of groundwater contamination from Northrop Grumman Property and Bethpage Community Park. As part of this work, NYSDEC has required NGSC to construct and operate a groundwater treatment system to treat the defined area known as the RW-21 hotspot; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated January 25, 2021 and February 4, 2021, informed the Town Board that NGSC has requested access to the Town's right-of-way of residential roads in Bethpage, for the purpose of the installation of conveyance piping to connect recovery wells to a future treatment plant on NGSC property; and

WHEREAS, a site access agreement was negotiated by and between the Town and NGSC, which agreement allows for the construction of conveyance piping in the Town of Oyster Bay roadways and right-of-ways to connect groundwater recovery wells to the groundwater treatment facility, and provides the guidelines for NGSC and its representatives to provide protections to the Town in the performance of the work on Town property; and

WHEREAS, Commissioner Lenz, by the aforementioned memoranda, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute said agreement in the form annexed hereto, which is entitled "RW-21 Project Area Treatment System, Site Access Agreement: Pipe Installation,"

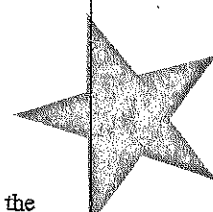
NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted, and the Supervisor, or his designee, is authorized to execute the "RW-21 Project Area Treatment System, Site Access Agreement: Pipe Installation," as previously negotiated by and between the Town and NGSC and in the form annexed hereto.

-#-

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

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

Reviewed By
Office of Town Attorney



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

MAY 28, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : COST SHARING AGREEMENT FOR ROAD REPAVING
NORTHROP GRUMMAN SYSTEMS CORPORATION
RW-21 HOTSPOT REMEDIAL SYSTEM INSTALLATION
SUPPLEMENTAL MEMO TO FOLLOW

The Town of Oyster Bay entered into a Site Access Agreement with Northrop Grumman Systems Corporation ("Grumman") to allow for the installation of groundwater conveyance piping on Town roadways by Resolution 85-2021, dated February 9, 2021.

The approved construction documents developed through the Agreement required Grumman to restore the entire travel lane where the pipeline and associated equipment is installed. The Department of Public Works is currently negotiating with Grumman for a cost-sharing Agreement where Grumman will donate the funds intended for pavement restoration to the Town, to facilitate the Department of Public Works to restore the entire roadways that are affected by the work.

Further information and a formal recommendation will be presented through a supplemental memorandum docket.

It is therefore requested that a space be reserved at the Town Board meeting of June 15, 2021 for the Town Board to take action on a cost sharing agreement with Northrop Grumman Systems Corporation for the repaving of roads affected by the RW-21 Remedial System conveyance piping installation.



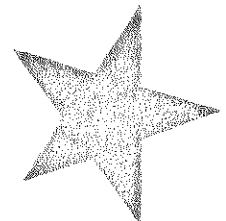
RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JSR/MR/lk

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

GRUMMAN RW-21 PAVING COST-SHARE DOCKET RESERVE



WHEREAS, by Town Board Resolution No. 837-2019, adopted on December 10, 2019, and Resolution No. 738-2020, adopted on December 8, 2020, the Town Board authorized the retention of Cascone & Kluepfel, LLP, 1399 Franklin Avenue, Garden City, New York 11530, to provide legal services with respect to certain negligence matters; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated June 3, 2021, has requested and recommended that the Town Board authorize an increase of \$25,000.00 in order to satisfy outstanding legal fees and expenses in connection with negligence defense matters,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the Town Board hereby authorizes an increase in fees payable to Cascone & Kluepfel, LLP, 1399 Franklin Avenue, Garden City, New York 11530, in an amount not to exceed \$25,000.00 including expenses and disbursements; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000; and be it further

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

#

Reviewed By
Office of Town Attorney

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

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

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

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: June 3, 2021

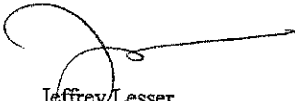
SUBJECT: Payment for Outside Counsel in Certain Negligence Actions
Account Numbers: TWN AMS 1910 43010 602 0000 000
TWN AMS 1910 43020 602 0000 000

Pursuant to Town Board Resolution No. 837-2019, adopted on December 10, 2019, and Resolution No. 738-2020, adopted on December 8, 2020, the Town Board authorized the retention of Cascone & Kluepfel, LLP, 1399 Franklin Avenue, Garden City, New York 11530, to provide legal services with respect to certain negligence matters.

These matters require additional funds to pay for outstanding fees, disbursements, and expenses. Therefore, it is recommended and requested that the Town Board authorize such increase in the amount of \$25,000.00 in order to satisfy the outstanding fees, disbursements, and expenses. The aforementioned amount shall be paid with funds drawn from Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

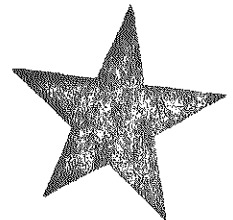
Submitted herewith is a proposed resolution for the foregoing request.

FRANK M. SCALERA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JAL:jal
Enclosure
2018-6472

S:\Attorney\RESOS 2021\MD & RESO\Increase in Fees - Cascone and Kluepfel.JAL.docx



WHEREAS, the Town Board heretofore authorized the Town to implement a Program of Self-Insurance for General Liability, including Automobile Liability; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memoranda dated November 22, 2019 and December 3, 2019, advised that the Office of the Town Attorney sought proposals from law firms in order to assist the Town in connection with the Town's negligence defense practice; and

WHEREAS, the Office of the Town Attorney, after having investigated and reviewed the qualifications of the eleven (11) responding law firms, by said memoranda, recommended that the following firms be retained to assist the Town in the aforementioned self-insurance program:

Montfort, Healy, McGuire & Salley LLP
840 Franklin Avenue, P.O. Box 7677
Garden City, New York 11530-7677

Milber Makris Plousadis and Seiden, LLP
1000 Woodbury Rd, Suite 402
Woodbury, New York 11797

Cascone and Kluepfel, LLP
1399 Franklin Ave, Suite 302
Garden City, New York 11530

Devitt Spellman Barrett, LLP
50 Route 111, Suite 314
Smithtown, New York 11787

Mulholland Minion Davey McNiff & Beyrer
374 Hillside Avenue
Williston Park, New York 11596

Bee, Ready, Fishbein, Hatter, & Donovan, LLP
170 Old Country Road, Suite 200
Mineola, New York 11501

Law Office of Vincent D. McNamara
1045 Oyster Bay Road, Suite 1
East Norwich, New York 11732

Kendric Law Group, PC
1225 Franklin Avenue, Suite 450
Garden City, New York 11530

Creedon & Gill, PC
24 Woodbine Avenue, Suite 8
Northport, New York 11768

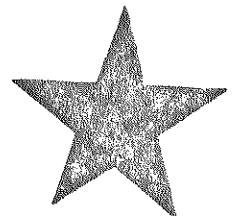
LaSalle LaSalle & Dwyer, PC
309 Sea Cliff Avenue
Sea Cliff, New York 11579

Sokoloff Stern LLP
179 Westbury Avenue
Carle Place, New York 11514

WHEREAS, payment to said law firms will be in accordance with the terms, conditions and fee schedules set forth in the Request for Proposals,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, the abovementioned law firms are hereby retained to provide legal services in connection with the Town's self-insurance program, for claims and cases initiated from January 1, 2020 through December 31, 2020, with one (1), one-year extension option at the Town's sole and exclusive discretion, and be it further

745
Reviewed by
Office of Town Attorney
Matthew M. Rozea

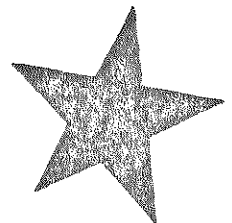


RESOLVED, That the Comptroller is authorized and directed to make payment for same in an amount not to exceed \$30,000.00 per year, per law firm, upon submission of a duly certified claim, after audit by the Comptroller, in accordance with the fee provisions outlined herein, with funds to be drawn from Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

-#-

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

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



Meeting of December 8, 2020

Resolution No. 738-2020

WHEREAS, the Town Board heretofore authorized the Town to implement a Program of Self-Insurance for General Liability, including Automobile Liability; and

WHEREAS, Resolution No. 837-2019, adopted on December 10, 2019, authorized the following firms to provide legal services in connection with the Town's self-insurance program, for claims and cases initiated from January 1, 2020 through December 31, 2020, in an amount not to exceed \$30,000.00 per firm, with one (1), one-year extension option at the Town's sole and exclusive discretion:

Montfort, Healy, McGuire & Salley LLP
840 Franklin Avenue, P.O. Box 7677
Garden City, New York 11530-7677

Milber Makris Plousadis and Seiden, LLP
1000 Woodbury Rd, Suite 402
Woodbury, New York 11797

Cascone and Kluepfel, LLP
1399 Franklin Ave, Suite 302
Garden City, New York 11530

Devitt Spellman Barrett, LLP
50 Route 111, Suite 314
Smithtown, New York 11787

Mulholland Minion Davey McNiff & Beyrer
374 Hillside Avenue
Williston Park, New York 11596

Bee, Ready, Fishbein, Harter, & Donovan, LLP
170 Old Country Road, Suite 200
Mineola, New York 11501

Law Office of Vincent D. McNamara
1045 Oyster Bay Road, Suite 1
East Norwich, New York 11732

Kendric Law Group, PC
1225 Franklin Avenue, Suite 450
Garden City, New York 11530

Creedon & Gill, PC
24 Woodbine Avenue, Suite 8
Northport, New York 11768

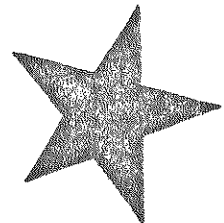
LaSalle LaSalle & Dwyer, PC
309 Sea Cliff Avenue
Sea Cliff, New York 11579

Sokoloff Stern LLP
179 Westbury Avenue
Carle Place, New York 11514

and;

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, Office of the Town Attorney, by memorandum dated November 25, 2020, request Town Board authorization to exercise the option from January 1, 2021 through December 31, 2021, in an amount not to exceed \$30,000.00 per firm,

Reviewed By
Office of Town Attorney
Frank M. Scalera



NOW, THEREFORE BE IT RESOLVED, that the abovementioned request is hereby approved, and the Office of the Town Attorney is hereby authorized to exercise the extension option with the aforementioned firms to provide legal services in connection with the Town's self-insurance program, from January 1, 2021 through December 31, 2021, in an amount not to exceed \$30,000.00 per firm; and be it further

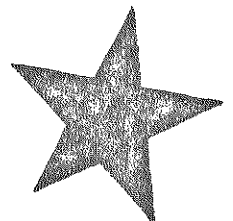
RESOLVED, that the funds for said payment shall be drawn from Account Nos. TOWN AMS 1910 43010 602 0000 000, and TOWN AMS 1910 43020 602 0000 000; and be it further

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

-#-

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

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



WHEREAS, by Resolution No. 503-2020, adopted September 15, 2020, the Town Board authorized the Town to secure flood insurance on thirty-eight Town buildings in a flood zone through the National Flood Insurance Program (NFIP), through Wright National Flood Insurance Services LLC, for a one (1) year period from September 18, 2020 through September 18, 2021; and

WHEREAS, the NFIP may deem up to four (4) buildings ineligible for flood coverage by the NFIP due to their location in a Coastal Barrier Resource System (CBRS); and

WHEREAS, flood insurance is essential to protect the Town's valuable assets; and

WHEREAS, the Office of the Town Attorney, working with the Department of General Services, has been able to secure private flood insurance from Worldwide Facilities, LLC/Arch Specialty Insurance Company through Salerno Brokerage Corp. for the four (4) buildings that are ineligible under the NFIP, for a one year period in an amount not to exceed \$13,140.31; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memoranda dated June 3, 2021 and June 8, 2021, opined that the efforts made to obtain proposals satisfy compliance with the Town's Procurement Policy, and recommended that flood insurance be secured for the four (4) locations ineligible under the NFIP from Worldwide Facilities, LLC/Arch Specialty Insurance Company through Salerno Brokerage Corp., at a cost not to exceed \$13,140.31 for a one-year period from June 16, 2021 at 12:01 a.m., through June 16, 2022 at 12:01 a.m., or as soon as is practicable, with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted, and the Office of the Town Attorney is hereby authorized to secure flood insurance on four (4) Town buildings, deemed ineligible for coverage by the National Flood Insurance Program, from June 16, 2021 at 12:01 a.m., through June 16, 2022 at 12:01 a.m., or as soon as is practicable, from Worldwide Facilities, LLC/Arch Specialty Insurance Company through Salerno Brokerage Corp., in an amount not to exceed \$13,140.31; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same to Salerno Brokerage Corp., from Account No. TWN AMS 1910 43010 602 0000 000 upon the submission of a duly certified claim therefor, after audit.

-#-

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

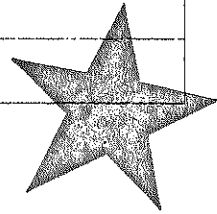
Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

4 Properties - 2021 - 2022 Coverage
Not Covered by Ineligible National Flood Insurance Program (NFIP)

ITEM #	LOCATION	
	STREET ADDRESS	OCCUPANCY
18-19	Ocean Parkway Wantagh, NY	Tobay Beach Dockmaster's Building
18-1	Ocean Parkway Wantagh, NY	Tobay Beach "The Boat Yard Waterfront Bar & Grill" (Bayside)
18-3	Ocean Parkway Wantagh, NY	Tobay Beach East Comfort Station
18-11	Ocean Parkway Wantagh, NY	Tobay Beach Pump House



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Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : June 8, 2021

SUBJECT : Flood Insurance
Supplemental to Docket Item No.31, June 1, 2021

By Resolution No. 503-2020, adopted September 15, 2020, the Town Board authorized the Town to secure flood insurance on thirty-eight Town buildings in a flood zone through the National Flood Insurance Program (NFIP), through Wright National Flood Insurance Services LLC, for a one (1) year period from September 18, 2020 through September 18, 2021. This Office has recently been informed that up to four (4) of the thirty-eight (38) Town buildings may be deemed ineligible for flood coverage by the NFIP due to their location in a Coastal Barrier Resource System (CBRS). Refunds are being sought for any premiums previously paid.

This Office, in cooperation with the Department of General Services, has reviewed the Request for Proposals issued by Salerno Brokerage Corp., on behalf of the Town, for private flood insurance for the four (4) buildings. Two insurance companies responded to the RFP, both of which have been reviewed by this Office and the Department of General Services. It is this Office's opinion that the efforts made to obtain proposals satisfy compliance with the Town's Procurement Policy.

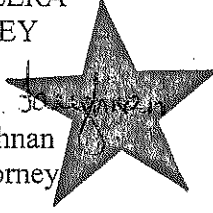
After consultation with the Department of General Services, this Office recommends that flood insurance for the four (4) buildings on the attached sheet be secured from Worldwide Facilities, LLC/Arch Specialty Insurance Company for a one year period from June 16, 2021 through June 16, 2022, or as soon as is practicable, in an amount not to exceed \$13,140.31, with payment for same to be made to Salerno Brokerage Corp.

Funds are available in Account No. TWN AMS 1910 43010 602 0000 000. Kindly include this matter on the June 15, 2021 Town Board action calendar.

Submitted herewith is the resolution for the above request.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney



EAF:ba
Attachment
2017-5834.006

S:\Attorney\RESOS 2021\MD & RESO\Flood Insurance 20-21 - FEMA ineligible - Supplemental Memo - eaf.docx

Meeting of September 15, 2020

Resolution No. 503-2020

Received By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, the Office of the Town Attorney, working with the Department of General Services, has been able to secure flood insurance on thirty-eight (38) Town buildings from the National Flood Insurance Program (NFIP) through Wright National Flood Insurance Services, LLC; and

WHEREAS, the NFIP is administered through FEMA, through various private insurance companies, and provides flood insurance at set rates; and

WHEREAS, flood insurance is essential to protect the Town's valuable assets, and to ensure FEMA reimbursement in the event of flooding resulting from a federally declared disaster; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memoranda dated September 1, 2020 and September 10, 2020, opined that the efforts made to obtain proposals satisfy compliance with the Town's Procurement Policy, and recommended that flood insurance be secured at a cost of \$270,047.00 for a one-year period from 12:01 a.m. September 18, 2020 at 12:01 a.m., through September 18, 2021 at 12:01 a.m., with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

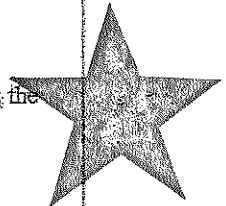
NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted, and the Office of the Town Attorney is hereby authorized to secure flood insurance on thirty-eight (38) Town buildings, from the National Flood Insurance Program, from September 18, 2020 at 12:01 a.m., through September 18, 2021 at 12:01 a.m., through Wright Flood Insurance Services, LLC, in the amount of \$270,047.00 for a one-year period from September 18, 2020 through September 18, 2021; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same to Salerno Brokerage Corp., from Account No. TWN AMS 1910 43010 602 0000 000 upon the submission of a duly certified claim therefor, after audit.

-#-

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

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



Town of Oyster Bay
Inter-Departmental Memo

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : June 3, 2021
SUBJECT : Flood Insurance

This Office has recently been informed that that one of the thirty-eight (38) FEMA Flood Policies for Town Buildings has been flagged by the National Flood Insurance Program (NFIP) as ineligible for flood coverage due to its location in a Coastal Barrier Resource System (CBRS). As a result, the Town has received a refund of the policy premium and the building is not currently covered by flood insurance. There is a strong probability that three (3) additional buildings will also be flagged as ineligible for flood coverage. This Office is currently reviewing alternative flood policies for all four (4) of these locations.

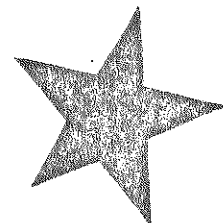
Kindly save a space on the docket for the June 15, 2021 Town Board meeting, to consider alternative flood policies.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF/
2017-5834.006

S:\Attorney\RESOS 2021\MD & RESO\Flood Insurance 20-21 - FEMA ineligible - Save a Space - eaf.docx



WHEREAS, on October 27, 2020, the Town Board adopted Resolution No. 604-2020, authorizing the Supervisor or his designee to execute a Licensing Agreement with Elecnor Hawkeye, LLC ("Elecnor Hawkeye") in order to accommodate Elecnor Hawkeye's request to utilize a portion of the parking lot at Stehli Beach, Bayville, for the period of November 1, 2020 to March 31, 2021; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated June 3, 2021, advised that due to no fault of Elecnor Hawkeye, the licensee did not occupy the portion of the subject lot until November 9, 2020 and, as such, prorated the November 2020 payment by submitting a payment of \$5,500 for its use of the designated portion of the parking lot; and

WHEREAS, the Office of Town Attorney, by said memorandum dated June 3, 2021, recommended that Resolution No. 604-2020 be amended to reflect a commencement date of November 9, 2020, with a November 2020 licensee fee of \$5,500.00, previously received by the Office of the Comptroller,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and Resolution No. 604-2020, adopted on October 27, 2020 is hereby amended as reflected above.

-#-

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

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

Reviewed By
Office of Town Attorney

340

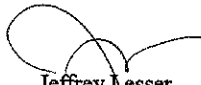
Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : June 3, 2021
SUBJECT: Amendment of Resolution No. 604-2020- Licensing Agreement
with Elecnor Hawkeye, LLC.

On October 27, 2020, the Town Board adopted Resolution No. 604-2020, authorizing the Supervisor or his designee to execute a Licensing Agreement with Elecnor Hawkeye, LLC ("Elecnor Hawkeye") in order to accommodate Elecnor Hawkeye's request to utilize a portion of the parking lot at Stehli Beach, Bayville, for the period of November 1, 2020 through March 31, 2021. In late October 2020 to early November 2020, Elecnor Hawkeye worked with the Town to accommodate any potential concerns as to use of the portion of the subject lot. Elecnor Hawkeye commenced occupancy of the subject lot on November 9, 2020. Hawkeye Elecnor paid \$5,500.00 of the \$7,500.00 license fee for the initial month of the Agreement, November 2020, as Hawkeye Elecnor occupied the portion of the lot subsequent to the November 1, 2020 commencement date, due to no fault of the licensee.

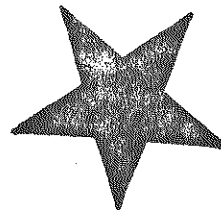
This Office therefore requests that Resolution No. 604-2020 be amended to reflect a commencement date of the Agreement of November 9, 2020, with a November 2020 licensee fee of \$5,500.00, which has been previously received by the Town.

FRANK M. SCALERA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JAL:jal
Enclosure
2020-7825

S:\Attorney\RESOS 2021\MD & RESO\Amend Hawkeye reso.JL.docx



John Walsh
Reviewed By
Office of Town Attorney

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated October 21, 2020, have advised that the Town received a request from Elecnor Hawkeye, LLC, ("Elecnor Hawkeye") 100 Marcus Boulevard, Hauppauge, NY 11788, to utilize a portion of the parking lot of Stehli Beach, Bayville, for a storage and staging area for their construction materials for the performance of Elecnor Hawkeye's contract with PSE&G which contract with PSE&G relates to overhead circuit improvement work so to increase the reliability and durability of the overhead power lines to the surrounding area; and

WHEREAS, the Office of the Town Attorney by said memorandum, further advised that the Department of Parks was consulted with respect to Elecnor Hawkeye's request and has been advised that Elecnor Hawkeye's request can be accommodated; and

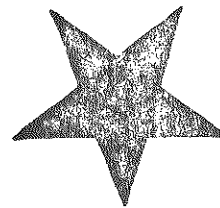
WHEREAS, the Office of the Town Attorney, by said memorandum has requested that the Town Board authorize the Supervisor or his designee to execute a Licensing Agreement in order to accommodate Elecnor Hawkeye's request to utilize a portion of the parking lot of Stehli Beach, Bayville, for the contracted period of November 1, 2020 to March 31, 2021, with Elecnor Hawkeye agreeing to pay the Town Seven Thousand Five Hundred dollars (\$7,500.00) per month for the use of the licensed portion of the parking lot at Stehli Beach, Bayville, and Elecnor Hawkeye has submitted its responses to the Exiger questionnaire and the Inspector General has reviewed and is satisfied with Hawkeye's disclosure questionnaire,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Supervisor or his designee is hereby authorized to execute a Licensing Agreement with Elecnor Hawkeye in order to accommodate Elecnor Hawkeye's request to utilize a portion of the parking lot at Stehli Beach for the period of November 1, 2020 to March 31, 2021.

- # -

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

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



12

604

Town of Oyster Bay
Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: October 21, 2020

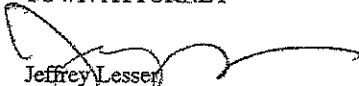
SUBJECT: Authorization to Enter into a Licensing Agreement
with Elecnor Hawkeye, LLC.

This Office was forwarded a request from Elecnor Hawkeye, LLC, 100 Marcus Boulevard, Hauppauge, NY 11788, ("Elecnor Hawkeye") to utilize a portion of the parking lot of Stehli Beach, for a storage and staging area for their construction materials for the performance of Elecnor Hawkeye's contract with PSE&G. The contract with PSE&G is for the benefit of Town residents, as the work of Elecnor Hawkeye is for overhead circuit improvement work so to increase the reliability and durability of the overhead power lines to the surrounding area.

This Office inquired of the Department of Parks in order to determine whether the Town could satisfy the request. This Office has been advised by the Department of Parks that the Town could accommodate Elecnor Hawkeye's request. As such, this Office has prepared the annexed Licensing Agreement. By this agreement, Elecnor Hawkeye will be permitted to utilize a portion of the parking lot at Stehli Beach for a storage and staging area for their construction materials for the period of November 1, 2020 through March 31, 2021. The area involved is demarcated within the hexagonal area of Exhibit "A", which is made part of the Agreement. Elecnor Hawkeye will compensate the Town Seven Thousand Five Hundred Dollars (\$7,500.00) per month for its use of the designated portion of the parking lot, agrees to hold the Town harmless for any damages and to maintain adequate insurance coverage to cover any loss or damage arising out of Elecnor Hawkeye's use of the licensed premises. The Agreement further provides that Elecnor Hawkeye may only perform its activities on weekdays, from 6:30 a.m. to 6:00 p.m. Authorization is requested for the Supervisor or his designee to execute the proposed Licensing Agreement. Elecnor Hawkeye has submitted its responses to the Exiger questionnaire and the Inspector General has reviewed and is satisfied with Elecnor Hawkeye's disclosure questionnaire.

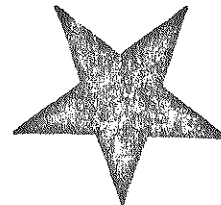
Kindly suspend the rules and place this matter on the October 27, 2020 Town Board action calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JAL:jal
Attachment
2020-7825

S:\Attorney\RESOS 2020\MD & RESO\Licensing Hawkeye Stehli JAL.docx



AGREEMENT

DATED: _____, 2020

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

ELEC NOR HAWKEYE LLC, as Licensee, having its principal place of business at 100 Marcus Boulevard, Hauppauge, NY 11788, hereinafter referred to as "HAWKEYE".

PREMISES: Stehli Beach, located in Bayville, New York, and more specifically, a portion of the parking lot located as depicted within the trapezoidal area in Exhibit "A" attached hereto ("Licensed Premises").

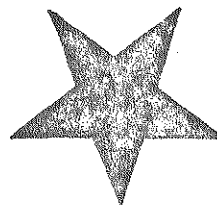
WITNESSETH:

WHEREAS, Licensee has requested permission to occupy and possess a portion of the a parking lot at Stehli Beach contained within the trapezoidal area depicted in Exhibit "A", pursuant to a license for the storage of equipment and materials in connection with work to be performed in furtherance of HAWKEYE'S contract with PSE&G; and

WHEREAS, the use of said Licensed Premises by Licensee would inure to the benefit of the Town and its residents, as the work is to increase the reliability and durability of the overhead power lines to the surrounding area; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. HAWKEYE shall have use of the Licensed Premises located at Stehli Beach, allocated to it in this AGREEMENT for no other purpose than the use and storage of equipment to be used by HAWKEYE in fulfillment of its contract for overhead circuit improvement work with



PSE&G for the surrounding area, and at all times, the Licensee shall further limit its use and occupancy of the Licensed Premises to those uses and activities as are permitted by law. The area demarcated as the Licensed Premises is depicted in Exhibit "A" which is made part of this Agreement.

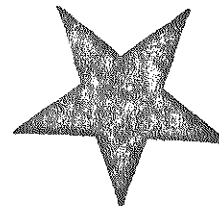
2. **Equipment:** The extent of equipment to be used at the premises is up to fifteen bucket trucks; three pole trailers; two dumpsters; two containers; and up to fifteen wooden poles.

3. **Term and Hours of Operation:** The term of the license ("Term") herein shall be for a period of five (5) months from and including the commencement date of November 1, 2020 through and including March 31, 2021 subject to the terms and conditions set forth herein. Permissible hours of Hawkeye's activities shall be limited to Monday through Friday, from 6:30 a.m. to 6:00 p.m., with no operations on weekends and no operations on weekday evenings/nights from 6:00 p.m. to 6:30 a.m.

4. **License Fee:**

(a) The license Fee (hereinafter "Fee") shall be computed on the following basis. A Fee shall be payable by Licensee to the Town monthly, in advance, and in any event, within the first ten (10) days of any calendar month. The Fee shall be in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) per month, each month during the license Term.

(b) Licensee shall in no event be entitled to any abatement of or reduction in Fee or right of offset of any kind and description except as herein expressly provided. The Town shall receive all Fees as provided free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. Licensee shall at all times keep the Licensed Premises free and clear of any encumbrances, liens, mechanic's liens, public improvement liens, and any other matters, in regard

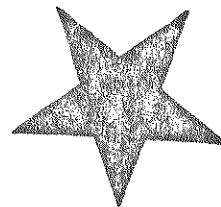


specifically to its use by the Licensee of the premises, that may affect the quality and marketability of title to the Licensed Premises.

5. **Licensed Terminable upon Written Notice by Town:** This License Agreement is terminable at will by the Town or by the Licensee upon thirty (30) days' prior written notice to the other party. The Term shall expire and the obligations of the Town under this License Agreement shall terminate on the date set forth in any such notice. On the date set forth in such notice for termination of this License Agreement, the Licensee shall cease and surrender its use of the Licensed Premises in the condition required as if the Term had expired on such date and otherwise in accordance with this License Agreement

6. **Condition of Licensed Premises at End of Term:** Upon the expiration of Term or the date of cancellation of the License, as the case may be, the Licensed Premises shall be returned to the Town free and clear of any waste and debris, and free and clear of all of Licensee's personal property, and in good and sanitary condition and free and clear of all liens and encumbrances; and upon the written request of the Town at any time prior to or after the Term or expiration of the License herein, the Licensee shall, at its own cost and expense, restore and rehabilitate said land and appurtenances thereon to its original condition, all to the reasonable satisfaction of the Town.

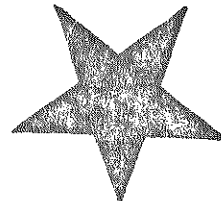
7. **Acceptance of Licensed Premises/Waivers by Licensee:** The Licensee waives any and all claims for compensation from the Town for any and all loss and damage sustained by reason of any defect, deficiency, or impairment of the Licensed Premises, the condition of which the Licensee has accepted and assumed. Licensee has accepted the Licensed Premises "as is" with all faults and conditions and without relying upon any representations of the Town, or its representatives.



8. **Modification/Assignment:** This Agreement may not be modified except by writing, duly executed by the parties. Oral modifications are ineffective to bind the Town. Licensee may not assign, or otherwise transfer, all or any part of its interest in this agreement or in the Premises without the prior written consent of the Town, which may be withheld for any reason or no reason without any liability to the Town. Licensee may not sub-license the Licensed Premises without the written permission of the Town which permission may be withheld for any or no reason without any liability to the Town. The permission of the Town granting the use of said Licensed Premises is made only to the Licensee, and may not, without the express written consent of the Town, be transferred or assigned to any other firm or person.

9. **Insurance:** The Licensee shall obtain insurance coverage in regard to the Licensee's use of the Licensed Premises pursuant to this License and provide Certificates of Insurance with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00 and \$2,000,000 in the aggregate and shall name the Town as an additional named insured. A copy of relevant endorsements are to be provided to the Town.

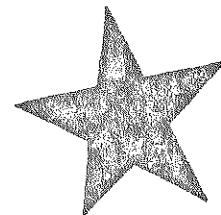
10. **Indemnification of the Town by the Licensee/Assumption of Risk:** The Licensee agrees that the Town shall be free from all liabilities and claims for damages and/or suits for and by reason of any injury or loss to any person or property of any kind whatsoever on or arising out of the Licensee's use of the Licensed Premises from any cause or causes whatsoever from the date of Licensee's occupancy of the Premises. Licensee covenants and agrees to indemnify and save harmless the Town from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or pertaining to the Licensee's use of the Licensed Premises during the Term.



11. **Further Provisions on Use of Premises and Compliance with Law:** Licensee shall not interfere with Town functions or cause a public nuisance, other unreasonable disturbances, excessive noise or noxious odors. Licensee shall take good care of the Licensed Premises and maintain same in a reasonably clean, sanitary and safe condition. Licensee shall promptly comply and cooperate with any and all requests that may be reasonably necessary or prudent in order for the Town to comply with law. Licensee agrees to comply with all applicable federal, state and local regulations and all rules, regulations and ordinances of the Town, and shall promptly correct and/or cure any and all violations imposed by any governmental agency with respect to the Licensee's use of the Licensed Premises. Under no circumstances shall the Licensed Premises be used for any unlawful, illegal or immoral purpose whatsoever.

12. **Termination of License for Default:** If either (i) Licensee fails to pay the Fee or any other sums due the Town or any other cost for which it is responsible hereunder within ten (10) days of written demand; or (ii) if there is any other breach of any other term, covenant and/or condition of this License Agreement by the Licensee, the Town may terminate this License Agreement (resulting in an expiration of the Term and the License granted herein) upon only five (5) days' written notice. This termination provision is in addition to the right of the Town to terminate the License under paragraph 5 hereof and any and all other rights the Town may have under the law. In addition, the Town retains and reserves any and all rights and remedies with respect to this License Agreement and the Licensed Premises.

13. **Notices:** All notices, demands and requests given or required to be given by, pursuant to, or relating to, this License Agreement shall be in writing. All notices shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, with return requested, postage prepaid, or by United States Express mail or FEDEX or other



comparable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others):

If to the Town:

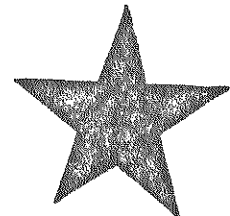
THE TOWN OF OYSTER BAY
Town Hall
54 Audrey Avenue
Oyster Bay, New York 11771
Attention: Town Attorney

If to Licensee:

ELECNOR HAWKEYE LLC
100 Marcus Boulevard
Hauppauge, NY 11788
Attention: Matthew Braunwart, Chief Operating Officer

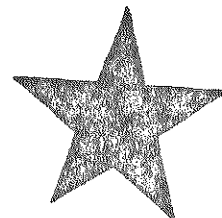
A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or two Business Days after mailing; or in the case of overnight courier service, on the Business Day after the same was sent.

14. **Environmental Covenant and Indemnity:** During Licensee's occupation and possession of the Licensed Premises, it shall keep the Licensed Premises free from the introduction and release of Hazardous Materials. During the Term and thereafter, the Licensee hereby indemnifies and holds the Town harmless from and against the presence of any and all Hazardous Substances entering or released upon the Licensed Premises as of the commencement date of this License Agreement, by the Licensee and its agents, invitees, guests, representatives or anyone entering the Licensed Premises (whether or not on Licensee's behalf) (and during any extensions or holdovers thereof), including without limitation, from and in connection with Licensee's



vehicles and/or equipment or operations. The term "Hazardous Materials" as used in this License Agreement shall include, without limitations, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance, the use of which is restricted, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation. The Licensee hereby indemnifies the Town and agrees to hold the Town harmless from and against any and every kind whatsoever (including reasonable attorneys' fees) paid, incurred, or suffered by or asserted against the Town at any time for, with respect to, or as a direct result of (i) the introduction during the Term on or under the Premises of Hazardous Materials or (ii) the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises, or into or upon any affected land, or any related or nearby or affected atmosphere, or any affected watercourse, body of water, or wetland at any time during Licensee's occupancy, use, or possession of the Licensed Premises, of any Hazardous Materials or (ii) Licensee's non-compliance with respect to any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating to, or imposing liability or standards of conduct concerning any Hazardous Materials. The Licensee fully understands that this paragraph is a material inducement to the Town making this License Agreement. The obligations and liabilities of Licensee under this paragraph shall survive the expiration of the Term and termination of this License Agreement.

15. **Entire Agreement/Counterparts/Electronic Signatures:** It is understood and agreed that this License Agreement embodies the entire understanding of the parties with regard to the Licensed Premises, and may not be extended or modified except in writing, and subscribed by both parties hereto. This License Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be original. This License Agreement may



be executed in any number of counterparts; each of which counterpart shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. The License Agreement may also be signed and delivered utilizing electronic signatures sent via electronic mail in "pdf" format. Such electronic signatures shall be binding upon the signatory.

16. **Access:** Nothing in this agreement shall restrict the Town's access to Stehli Beach and/or to Licensed Premises and the Licensee shall maintain all areas of Stehli Beach outside the aforementioned hexagonal area unencumbered and free of debris.

17. **Captions:** The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this License Agreement.

18. **Consent to Jurisdiction:** Licensee hereby irrevocably consents to the jurisdiction of the State of New York and to the Supreme Court of the State of New York, Nassau County, for the purpose of any suit, action or other proceeding arising out of or relating to this License Agreement or the subject matter hereof.

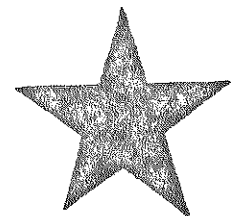
19. **Applicable Law:** This License Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

20. **Ratification:** This Agreement is subject to Town Board ratification.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

TOWN OF OYSTER BAY

By:
Title:

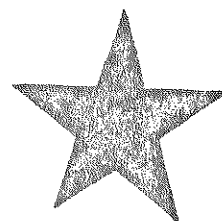


ELECNOR HAWKEYE LLC

By: _____
Title:

REVIEWED:

Deputy Town Attorney



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

On this day of , 2020, before me personally came and appeared
 , to me known or proven to me on the basis of satisfactory evidence,
who being by me duly sworn, did depose and say that s/he is the of the Town of Oyster Bay,
the municipal corporation described in and which executed the foregoing instrument.

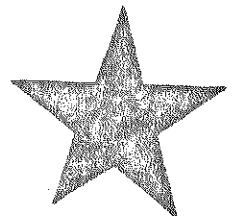
NOTARY PUBLIC

STATE OF)
) ss.:
COUNTY OF)

On this day of , 2020, before me personally came to
me known or proven to me on the basis of satisfactory evidence, who being duly sworn, did depose
and say that he/she is the of ELECNOR HAWKEYE LLC and has
authority to sign on behalf of said organization described in and which executed the foregoing
instrument, and that she/he signed her/his name thereto.

NOTARY PUBLIC

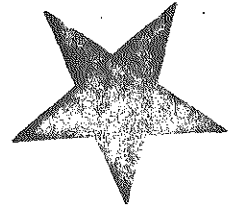
S:\Attorney\AGREEMENTS\Hawkeye Construction Lic Agreement 5.1 JAL.docx





Eleanor Hawkeye

Staging area



Beth Antonelli

From: Jeffrey Lesser
Sent: Thursday, October 22, 2020 1:34 PM
To: Beth Antonelli
Subject: FW: Elecnor Hawkeye Request to use Stehli Beach

From: JOSEPH TRICARICO <jtricarico@elecnorhawkeyellc.com>
Sent: Thursday, October 22, 2020 1:24 PM
To: Jeffrey Lesser <jlesser@oysterbay-ny.gov>
Cc: PATRICK KELLY <pkelly@elecnor.es>
Subject: Elecnor Hawkeye Request to use Stehli Beach

Mr. Lesser,

Elecnor Hawkeye is formally requesting permission to utilize a portion of the Stehli Beach parking lot as a temporary staging area for construction in the immediate area. Elecnor Hawkeye crews will be performing work for PSEG Long Island to storm harden and strengthen the overhead electrical distribution within the Bayville, Center Island, and oyster bay area. As discussed we are looking to bring the following:

- 12-15 Bucket Trucks
- 3 poles trailers
- 2 Dumpster
- 2 Containers
- 10-15 wooden poles at any given time
- Work Hours M-F 7am-4Pm
- Duration November 2020 till April 2021

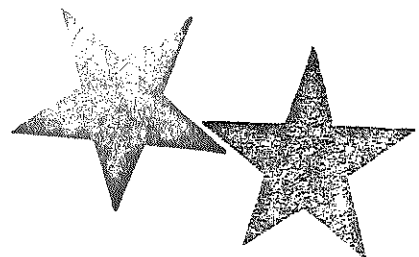
Please let me know if you need any more information.

Thank you,

Joseph Tricarico, PMP
Project Manager



100 Marcus Blvd, Suite 1
Hauppauge, NY 11788
Email: jtricarico@elecnorhawkeyellc.com
Cell: [REDACTED]
Office: 631-447-3100 Ext. 253



AGREEMENT

604-2020
executed
agreement

DATED: November 5, 2020

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

ELEC NOR HAWKEYE LLC, as Licensee, having its principal place of business at 100 Marcus Boulevard, Hauppauge, NY 11788, hereinafter referred to as "HAWKEYE".

PREMISES: Stehli Beach, located in Bayville, New York, and more specifically, a portion of the parking lot located as depicted within the trapezoidal area in Exhibit "A" attached hereto ("Licensed Premises").

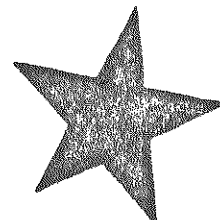
WITNESSETH:

WHEREAS, Licensee has requested permission to occupy and possess a portion of the a parking lot at Stehli Beach contained within the trapezoidal area depicted in Exhibit "A", pursuant to a license for the storage of equipment and materials in connection with work to be performed in furtherance of HAWKEYE'S contract with PSE&G; and

WHEREAS, the use of said Licensed Premises by Licensee would inure to the benefit of the Town and its residents, as the work is to increase the reliability and durability of the overhead power lines to the surrounding area; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. HAWKEYE shall have use of the Licensed Premises located at Stehli Beach, allocated to it in this AGREEMENT for no other purpose than the use and storage of equipment to be used by HAWKEYE in fulfillment of its contract for overhead circuit improvement work with



PSE&G for the surrounding area, and at all times, the Licensee shall further limit its use and occupancy of the Licensed Premises to those uses and activities as are permitted by law. The area demarcated as the Licensed Premises is depicted in Exhibit "A" which is made part of this Agreement.

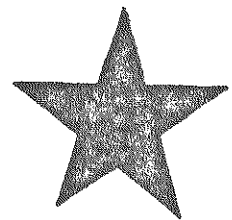
2. **Equipment:** The extent of equipment to be used at the premises is up to fifteen bucket trucks; three pole trailers; two dumpsters; two containers; and up to fifteen wooden poles.

3. **Term and Hours of Operation:** The term of the license ("Term") herein shall be for a period of five (5) months from and including the commencement date of November 1, 2020 through and including March 31, 2021 subject to the terms and conditions set forth herein. Permissible hours of Hawkeye's activities shall be limited to Monday through Friday, from 6:30 a.m. to 6:00 p.m., with no operations on weekends and no operations on weekday evenings/nights from 6:00 p.m. to 6:30 a.m.

4. **License Fee:**

(a) The license Fee (hereinafter "Fee") shall be computed on the following basis. A Fee shall be payable by Licensee to the Town monthly, in advance, and in any event, within the first ten (10) days of any calendar month. The Fee shall be in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) per month, each month during the license Term.

(b) Licensee shall in no event be entitled to any abatement of or reduction in Fee or right of offset of any kind and description except as herein expressly provided. The Town shall receive all Fees as provided free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. Licensee shall at all times keep the Licensed Premises free and clear of any encumbrances, liens, mechanic's liens, public improvement liens, and any other matters, in regard

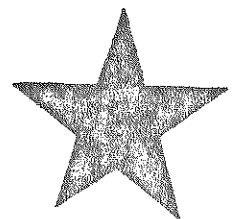


specifically to its use by the Licensee of the premises, that may affect the quality and marketability of title to the Licensed Premises.

5. **Licensed Terminable upon Written Notice by Town:** This License Agreement is terminable at will by the Town or by the Licensee upon thirty (30) days' prior written notice to the other party. The Term shall expire and the obligations of the Town under this License Agreement shall terminate on the date set forth in any such notice. On the date set forth in such notice for termination of this License Agreement, the Licensee shall cease and surrender its use of the Licensed Premises in the condition required as if the Term had expired on such date and otherwise in accordance with this License Agreement

6. **Condition of Licensed Premises at End of Term:** Upon the expiration of Term or the date of cancellation of the License, as the case may be, the Licensed Premises shall be returned to the Town free and clear of any waste and debris, and free and clear of all of Licensee's personal property, and in good and sanitary condition and free and clear of all liens and encumbrances; and upon the written request of the Town at any time prior to or after the Term or expiration of the License herein, the Licensee shall, at its own cost and expense, restore and rehabilitate said land and appurtenances thereon to its original condition, all to the reasonable satisfaction of the Town.

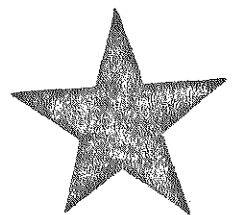
7. **Acceptance of Licensed Premises/Waivers by Licensee:** The Licensee waives any and all claims for compensation from the Town for any and all loss and damage sustained by reason of any defect, deficiency, or impairment of the Licensed Premises, the condition of which the Licensee has accepted and assumed. Licensee has accepted the Licensed Premises "as is" with all faults and conditions and without relying upon any representations of the Town, or its representatives.



8. **Modification/Assignment:** This Agreement may not be modified except by writing, duly executed by the parties. Oral modifications are ineffective to bind the Town. Licensee may not assign, or otherwise transfer, all or any part of its interest in this agreement or in the Premises without the prior written consent of the Town, which may be withheld for any reason or no reason without any liability to the Town. Licensee may not sub-license the Licensed Premises without the written permission of the Town which permission may be withheld for any or no reason without any liability to the Town. The permission of the Town granting the use of said Licensed Premises is made only to the Licensee, and may not, without the express written consent of the Town, be transferred or assigned to any other firm or person.

9. **Insurance:** The Licensee shall obtain insurance coverage in regard to the Licensee's use of the Licensed Premises pursuant to this License and provide Certificates of Insurance with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00 and \$2,000,000 in the aggregate and shall name the Town as an additional named insured. A copy of relevant endorsements are to be provided to the Town.

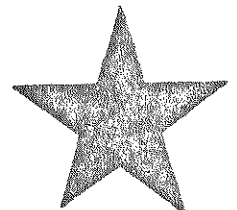
10. **Indemnification of the Town by the Licensee/Assumption of Risk:** The Licensee agrees that the Town shall be free from all liabilities and claims for damages and/or suits for and by reason of any injury or loss to any person or property of any kind whatsoever on or arising out of the Licensee's use of the Licensed Premises from any cause or causes whatsoever from the date of Licensee's occupancy of the Premises. Licensee covenants and agrees to indemnify and save harmless the Town from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or pertaining to the Licensee's use of the Licensed Premises during the Term.



11. **Further Provisions on Use of Premises and Compliance with Law:** Licensee shall not interfere with Town functions or cause a public nuisance, other unreasonable disturbances, excessive noise or noxious odors. Licensee shall take good care of the Licensed Premises and maintain same in a reasonably clean, sanitary and safe condition. Licensee shall promptly comply and cooperate with any and all requests that may be reasonably necessary or prudent in order for the Town to comply with law. Licensee agrees to comply with all applicable federal, state and local regulations and all rules, regulations and ordinances of the Town, and shall promptly correct and/or cure any and all violations imposed by any governmental agency with respect to the Licensee's use of the Licensed Premises. Under no circumstances shall the Licensed Premises be used for any unlawful, illegal or immoral purpose whatsoever.

12. **Termination of License for Default:** If either (i) Licensee fails to pay the Fee or any other sums due the Town or any other cost for which it is responsible hereunder within ten (10) days of written demand; or (ii) if there is any other breach of any other term, covenant and/or condition of this License Agreement by the Licensee, the Town may terminate this License Agreement (resulting in an expiration of the Term and the License granted herein) upon only five (5) days' written notice. This termination provision is in addition to the right of the Town to terminate the License under paragraph 5 hereof and any and all other rights the Town may have under the law. In addition, the Town retains and reserves any and all rights and remedies with respect to this License Agreement and the Licensed Premises.

13. **Notices:** All notices, demands and requests given or required to be given by, pursuant to, or relating to, this License Agreement shall be in writing. All notices shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, with return requested, postage prepaid, or by United States Express mail or FEDEX or other



comparable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others):

If to the Town:

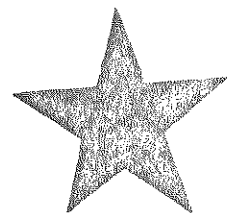
THE TOWN OF OYSTER BAY
Town Hall
54 Audrey Avenue
Oyster Bay, New York 11771
Attention: Town Attorney

If to Licensee:

ELECNOR HAWKEYE LLC
100 Marcus Boulevard
Hauppauge, NY 11788
Attention: Matthew Braunwart, Chief Operating Officer

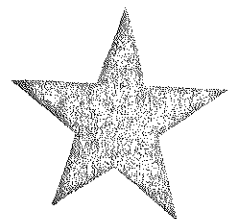
A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or two Business Days after mailing; or in the case of overnight courier service, on the Business Day after the same was sent.

14. Environmental Covenant and Indemnity: During Licensee's occupation and possession of the Licensed Premises, it shall keep the Licensed Premises free from the introduction and release of Hazardous Materials. During the Term and thereafter, the Licensee hereby indemnifies and holds the Town harmless from and against the presence of any and all Hazardous Substances entering or released upon the Licensed Premises as of the commencement date of this License Agreement, by the Licensee and its agents, invitees, guests, representatives or anyone entering the Licensed Premises (whether or not on Licensee's behalf) (and during any extensions or holdovers thereof), including without limitation, from and in connection with Licensee's



vehicles and/or equipment or operations. The term "Hazardous Materials" as used in this License Agreement shall include, without limitations, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance, the use of which is restricted, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation. The Licensee hereby indemnifies the Town and agrees to hold the Town harmless from and against any and every kind whatsoever (including reasonable attorneys' fees) paid, incurred, or suffered by or asserted against the Town at any time for, with respect to, or as a direct result of (i) the introduction during the Term on or under the Premises of Hazardous Materials or (ii) the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises, or into or upon any affected land, or any related or nearby or affected atmosphere, or any affected watercourse, body of water, or wetland at any time during Licensee's occupancy, use, or possession of the Licensed Premises, of any Hazardous Materials or (ii) Licensee's non-compliance with respect to any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating to, or imposing liability or standards of conduct concerning any Hazardous Materials. The Licensee fully understands that this paragraph is a material inducement to the Town making this License Agreement. The obligations and liabilities of Licensee under this paragraph shall survive the expiration of the Term and termination of this License Agreement.

15. **Entire Agreement/Counterparts/Electronic Signatures:** It is understood and agreed that this License Agreement embodies the entire understanding of the parties with regard to the Licensed Premises, and may not be extended or modified except in writing, and subscribed by both parties hereto. This License Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be original. This License Agreement may



be executed in any number of counterparts; each of which counterpart shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. The License Agreement may also be signed and delivered utilizing electronic signatures sent via electronic mail in "pdf" format. Such electronic signatures shall be binding upon the signatory.

16. **Access:** Nothing in this agreement shall restrict the Town's access to Stehli Beach and/or to Licensed Premises and the Licensee shall maintain all areas of Stehli Beach outside the aforementioned hexagonal area unencumbered and free of debris.

17. **Captions:** The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this License Agreement.

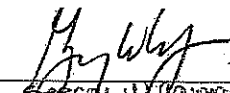
18. **Consent to Jurisdiction:** Licensee hereby irrevocably consents to the jurisdiction of the State of New York and to the Supreme Court of the State of New York, Nassau County, for the purpose of any suit, action or other proceeding arising out of or relating to this License Agreement or the subject matter hereof.

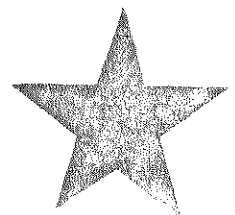
19. **Applicable Law:** This License Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

20. **Ratification:** This Agreement is subject to Town Board ratification.

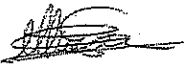
IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

TOWN OF OYSTER BAY


By: Gregory W. Cannon, Jr.
Title: Deputy Supervisor

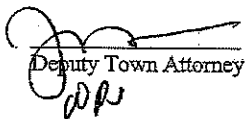
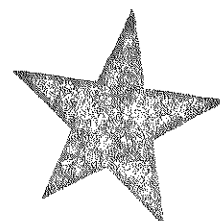


ELECNOR HAWKEYE LLC



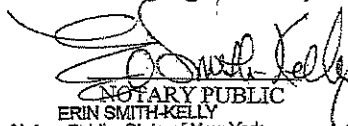
By: Alberto Garcia De Los Angeles
Title: President - CEO

REVIEWED:


Deputy Town Attorney

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

On this 5th day of November, 2020, before me personally came and appeared Gregory W. Corman, Jr., to me known or proven to me on the basis of satisfactory evidence, who being by me duly sworn, did depose and say that he is the Deputy Supervisor of the Town of Oyster Bay, the municipal corporation described in and which executed the foregoing instrument.

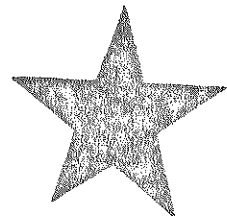

NOTARY PUBLIC
ERIN SMITH-KELLY
Notary Public, State of New York
No. 01SM4777920
Qualified in Nassau County
Commission Expires September 30, 2022

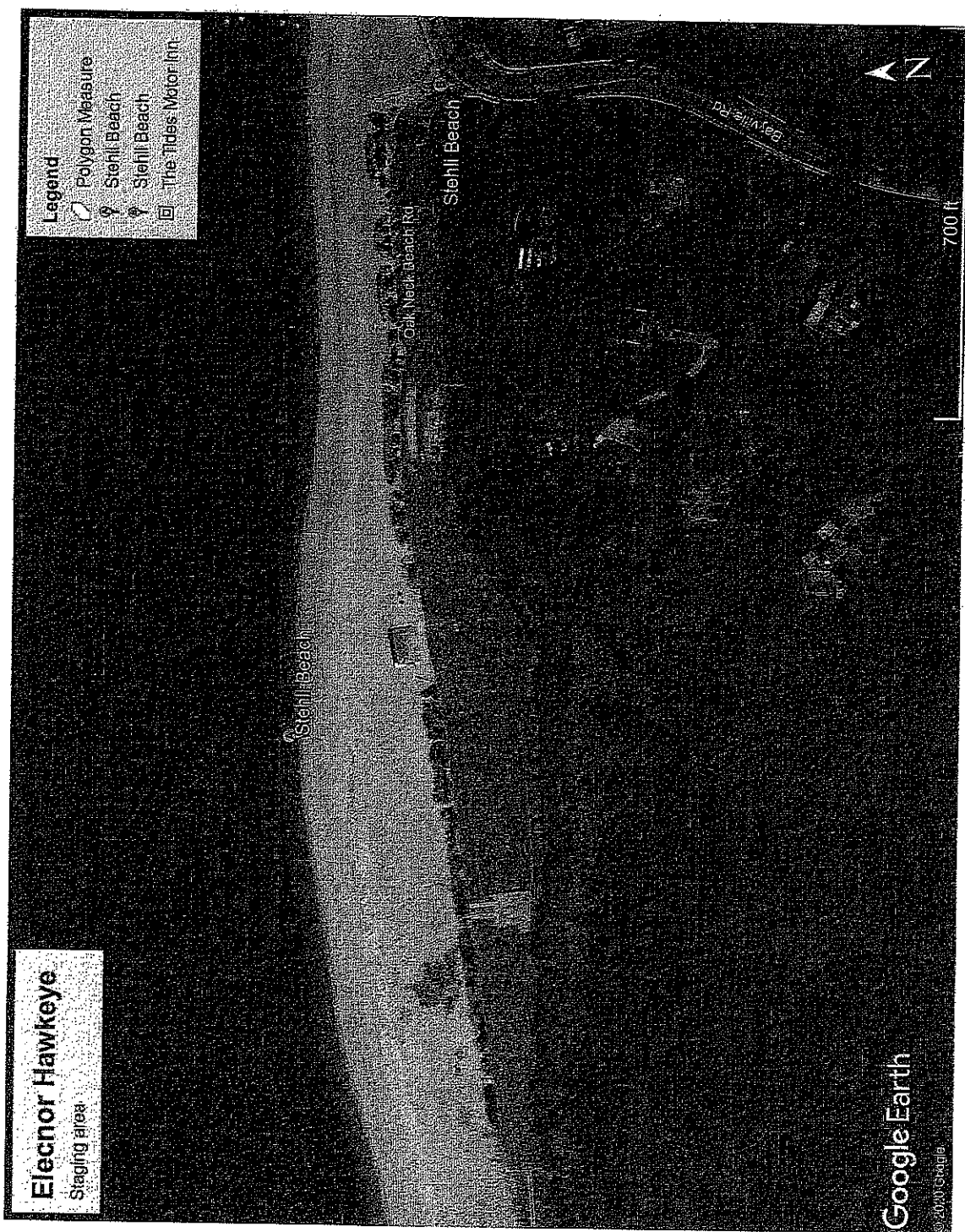
STATE OF New York)
) ss.:
COUNTY OF Suffolk)

On this 2nd day of November, 2020, before me personally came Alberto Garcia De Los Angeles to me known or proven to me on the basis of satisfactory evidence, who being duly sworn, did depose and say that he/she is the President + CEO of ELECNOR HAWKEYE LLC and has authority to sign on behalf of said organization described in and which executed the foregoing instrument, and that she/he signed her/his name thereto.

DINA PROCTOR
Notary Public - State of New York
No. 01PR6394871
Qualified in Suffolk County
My Comm. Expires July 15, 2023

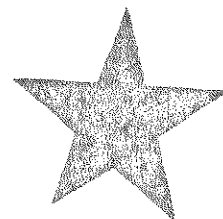

NOTARY PUBLIC





Elecnor Hawkeye

Staging area



Beth Antonelli

From: Jeffrey Lesser
Sent: Thursday, October 22, 2020 1:34 PM
To: Beth Antonelli
Subject: FW: Elecior Hawkeye Request to use Stehli Beach

From: JOSEPH TRICARICO <jtricarico@eleciorhawkeye.com>
Sent: Thursday, October 22, 2020 1:24 PM
To: Jeffrey Lesser <jlesser@oysterbay-ny.gov>
Cc: PATRICK KELLY <pkelly@elecior.es>
Subject: Elecior Hawkeye Request to use Stehli Beach

Mr. Lesser,

Elecior Hawkeye is formally requesting permission to utilize a portion of the Stehli Beach parking lot as a temporary staging area for construction in the immediate area. Elecior Hawkeye crews will be performing work for PSEG Long Island to storm harden and strengthen the overhead electrical distribution within the Bayville, Center Island, and oyster bay area. As discussed we are looking to bring the following:

- 12-15 Bucket Trucks
- 3 poles trailers
- 2 Dumpster
- 2 Containers
- 10-15 wooden poles at any given time
- Work Hours M-F 7am-4Pm
- Duration November 2020 till April 2021

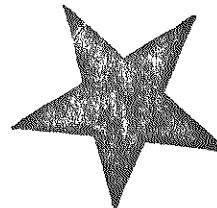
Please let me know if you need any more information.

Thank you,

Joseph Tricarico, PMP
Project Manager



100 Marcus Blvd, Suite 1
Hauppauge, NY 11788
Email: jtricarico@eleciorhawkeye.com
Cell: [REDACTED]
Office: 631-447-3100 Ext. 253



WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND CHAPTER 103 – DOGS AND OTHER ANIMALS, ARTICLE IV, OF THE CODE OF THE TOWN OF OYSTER BAY", and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on April 20, 2021, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated May 19, 2021, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

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

RESOLVED, That said Local Law 7 -21, entitled "A LOCAL LAW TO AMEND CHAPTER 103 – DOGS AND OTHER ANIMALS, ARTICLE IV, OF THE CODE OF THE TOWN OF OYSTER BAY", is hereby adopted, with the singular change to the proposed local law of the name of Chapter 103 to "Animals", as recommended during the public hearing held on April 20, 2021, and shall take effect immediately upon filing with the Secretary of State; and be it further

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

#

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

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

Reviewed By
Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK SO AS TO AMEND CHAPTER 192-SECONDHAND DEALERS TO ALLOW ALIENS LAWFULLY ADMITTED FOR PERMANENT RESIDENCE IN THE UNITED STATES TO APPLY FOR A LICENSE AS A SECONDHAND DEALER UNDER THIS CHAPTER."; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on June 9, 2009, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated July 6, 2020, recommended a Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to Amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to Appendix B, Part B (16) of the TEQR Law, and further pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5 [c]), Type II Actions List, Item No. 26; and be it further

RESOLVED, That said Local Law ⁸ -21, to amend the Code of the Town of Oyster Bay, entitled, "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK SO AS TO AMEND CHAPTER 192-SECONDHAND DEALERS TO ALLOW ALIENS LAWFULLY ADMITTED FOR PERMANENT RESIDENCE IN THE UNITED STATES TO APPLY FOR A LICENSE AS A SECONDHAND DEALER UNDER THIS CHAPTER.", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

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

#

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

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

Reviewed By
Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 236 – VEHICLES FOR HIRE, SECTION 236-24 SO AS TO ALLOW TRANSFERABILITY OF AN OWNER'S LICENSE UPON APPROVAL OF THE LICENSE COMMISSIONER AND SECTIONS 236-11 AND 236-31 SO AS TO CONFORM WITH THE REQUIREMENTS OF THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES."; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on February 28, 2012, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated July 6, 2020, recommended a Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to Amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to Appendix B, Part B (16) of the TEQR Law, and further pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5 [c]), Type II Actions List, Item No. 26; and be it further

RESOLVED, That said Local Law 9 -21, to amend the Code of the Town of Oyster Bay, entitled, "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 236 – VEHICLES FOR HIRE, SECTION 236-24 SO AS TO ALLOW TRANSFERABILITY OF AN OWNER'S LICENSE UPON APPROVAL OF THE LICENSE COMMISSIONER AND SECTIONS 236-11 AND 236-31 SO AS TO CONFORM WITH THE REQUIREMENTS OF THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

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

#

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

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

Reviewed By
Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 147 – LICENSES AND PERMITS, SECTION 147-11 REVOCATIONS AND SUSPENSIONS, SUBSECTION (B) SO AS TO PROVIDE A PROMPT POST-DEPRIVATION HEARING" and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on February 28, 2012, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated July 6, 2020, recommended a Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

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

RESOLVED, That said Local Law 10 -21, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 147 – LICENSES AND PERMITS, SECTION 147-11 REVOCATIONS AND SUSPENSIONS, SUBSECTION (B) SO AS TO PROVIDE A PROMPT POST-DEPRIVATION HEARING", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

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

#

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

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

Reviewed By
Office of Town Attorney
[Signature]

OPS
Reviewed By
Office of Town Attorney
John M. Reilly

WHEREAS, ROARING BROOK, LLC, fee owner, and GALENA ASSOCIATES, LLC, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit and Site Plan Approval to demolish an existing 1,300 square foot building and construct a 1,407 square foot one story building to be used as a service station for expedited oil changes and other maintenance, with associated site improvements, on property located in a Neighborhood Business ("NB") District, at 56 Old Country Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York 11801, and described as Section 11, Block 286, Lot 812 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on February 23, 2021, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its memorandum dated June 27, 2019, regarding the environmental impacts contemplated by said Petition and recommended Town Board determination that the proposed action is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 9, relative to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communications or microwave transmission facilities" and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10417-21, dated March 25, 2021, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

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

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 19, 2020, advised that the Department of Planning and Development has reviewed the following fourteen (14) plans prepared by John M. Reilly, R.A., JMR Architects, Huntington, New York, as well as one plan prepared by Richard Ignatow, R.L.A., also of JMR Architects, Huntington, New York:

SHEET NO.	TITLE	PREPARED BY	DATE
CP-1	Conceptual Site Plan	John M. Reilly, R.A.	05/04/2020
SP-1	Alignment Plan	John M. Reilly, R.A.	05/04/2020
TSP-1	Pavement Marking and Traffic Sign Mod. Plan	John M. Reilly, R.A.	10/13/2020
TSP-2	Curb Ramp Details & Notes	John M. Reilly, R.A.	05/04/2020
SP-2	Grading, Drainage and Utility Plan	John M. Reilly, R.A.	10/23/2019
SP-3	Demolition Plan	John M. Reilly, R.A.	10/23/2019
SP-4	Construction Details	John M. Reilly, R.A.	05/04/2020
SP-5	Refuse Container Enclosure and Bollard Detail	John M. Reilly, R.A.	04/02/2019
SP-6	Erosion Control and Snow Management Plan	John M. Reilly, R.A.	10/23/2019
SP-7	Landscape Plan	Richard Ignatow, R.L.A.	10/13/2020
SP-8	Photometric Lighting Analysis Plan	John M. Reilly, R.A.	10/23/2019
SP-8A	Photometric Lighting Analysis Plan	John M. Reilly, R.A.	10/23/2019
SP-9	Master Signage Plan	John M. Reilly, R.A.	10/23/2019
SP-10	Proposed Building Plans	John M. Reilly, R.A.	10/23/2019
SP-11	Proposed Building Elevations	John M. Reilly, R.A.	10/23/2019

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

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the recommendation of the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, and determines that the proposed action is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 9, relative to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communications or microwave transmission facilities" and does not require the completion of an Environmental Impact Statement, or any other procedural activities pursuant to SEQR/TEQR; and it is further

RESOLVED, That the Petition of ROARING BROOK, LLC, fee owner, and GALENA ASSOCIATES, LLC, lessee, for a Special Use Permit and Site Plan Approval to demolish an existing 1,300 square foot building and construct a 1,407 square foot one story building to be used as a service station for expedited oil changes and other maintenance, with associated site improvements, on property located in a Neighborhood Business ("NB") District, at 56 West Old Country Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York

11801, and described as Section 11, Block 286, Lot 812 on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

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

BEGINNING on the northerly end of a curve which connects the northerly side of Old Country Road with the southerly side of Carl Street and which curvature has a radius of 5.0 feet and a length of 13.67 feet and from said point of BEGINNING;

RUNNING THENCE Northeasterly along the southerly side of Carl Street on a course North 56 degrees 12 minutes 00 seconds East, 123.56 feet to a point;

RUNNING THENCE in a Southeasterly direction the following two courses and distances:

- 1) South 33 degrees 48 minutes East, a distance of 29.00 feet, and
- 2) South 20 degrees 29 minutes East, a distance of 31.94 feet to the northerly side of Old Country Road; and

THENCE in a Southwesterly direction along the northerly side of Old Country Road on a course South 79 degrees 30 minutes 49 seconds West, 128.46 feet to a point which marks the southerly end of a curve which connects the northerly side of Old Country Road with the southerly side of Carl Street; and

THENCE along said curve which has a radius of 5.0 feet, a distance of 13.67 feet, to the point or place of BEGINNING.

SAID PREMISES being known as 56 Old Country Road, Hicksville, New York 11801, and designated as Section 11, Block 286, Lot 812 on the Land and Tax Map of Nassau County.

and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioner, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County

within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

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

RESOLVED, That the Petition herein granted is subject to the Petitioner applying to the Town of Oyster Bay Zoning Board of Appeals for variances from the requirements of the Code of the Town of Oyster Bay and said variances being granted; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated October 19, 2020, the fifteen (15) plans described herein are hereby approved.

-#-

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

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

WHEREAS, Resolution No. 57-2021, adopted on January 26, 2021, authorized the Supervisor and/or his designee to execute a written agreement and other related documents in connection with the United States Department of the Treasury created Emergency Rental Assistance Program ("ERA1") which provides funds to States and Municipalities with more than 200,000 residents, for the purpose of providing financial assistance for households unable to pay rent and utilities due to the COVID-19 pandemic, with such assistance provided through existing or newly created rental assistance programs; and

WHEREAS, the United States Department of the Treasury created another Emergency Rental Assistance Program ("ERA2"), enacted on March 11, 2021, which provides funds to eligible States and Municipalities for the purpose of providing financial assistance to eligible households through existing or newly created rental assistance programs; and

WHEREAS, Frank M. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 7, 2021, advised that the Town of Oyster Bay has been notified that its appropriation of ERA2 funds is in the amount of \$7,003,154.10, and requested Town Board ratification of the execution of the agreement of the Award Terms, nunc pro tunc from May 25, 2021, the date recipients were required to execute and submit an executed agreement and acknowledgment of the Terms of the ERA2 Program, and further requested authorization for the Supervisor and/or his authorized designee to execute documents in connection with the ERA2 Program,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby ratifies the execution of the written agreement and acknowledgement of the Terms of the ERA2 Program by the Supervisor, and/or his authorized designee, nunc pro tunc, from May 25, 2021, and the Supervisor and/or his designee are further authorized to execute additional documents related to the United States Department of the Treasury Emergency Rental Assistance Program.

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

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

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 Reviewed By
 Office of Town Attorney
 [Signature]

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: JUNE 7, 2021


SUBJECT: U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE PROGRAM
AMERICAN RESCUE PLAN OF 2021

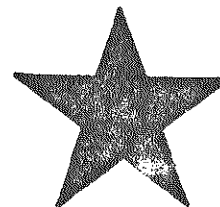
The U.S. Department of Treasury Emergency Rental Assistance (ERA) Program makes funding available to assist households that are unable to pay rent or utilities. Two separate programs have been established: ERA1 provides up to \$25 billion nationwide under the Consolidated Appropriations Act, 2021, which was enacted on December 27, 2020, and ERA2 provides up to \$21.55 billion nationwide under the American Rescue Plan Act of 2021, which was enacted on March 11, 2021. The funds are provided directly to eligible states, U.S. territories, local governments, and Indian tribes. Grantees must use the funds to provide assistance to eligible households through existing or newly created rental assistance programs.

Resolution number 57-2021 authorized the Supervisor's execution of an Agreement in connection with ERA1 which has resulted in the Town's receipt of \$8,850,711.90 to be applied towards the administration of an Emergency Rental Assistance Program.

Subsequent to the acceptance of the ERA1 funding, The Town has been informed of its ERA2 appropriation in the amount of \$7,003,154.10. Acceptance of this ERA2 funding is contingent upon the execution of a separate and additional Agreement with the U.S. Department of Treasury.

It is, therefore, respectfully requested that the rules be suspended and a Resolution related to this matter be considered during the Town Board meeting of June 15, 2021. This Resolution must ratify the Supervisor's execution of the enclosed Agreement in connection with the U.S. Department of Treasury's Emergency Rental Assistance Program, as enacted under the American Rescue Plan of 2021, *nunc pro tunc* from May 25, 2021. This Resolution must further authorize the Supervisor and/or his authorized designee to execute documents in connection with U.S. Department of Treasury, Emergency Rental Assistance Program, as enacted under the American Rescue Plan of 2021.


Frank V. Sammartano
Commissioner

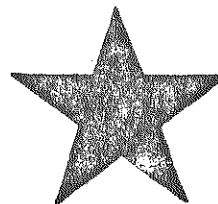


WHEREAS, the United States Department of the Treasury created an Emergency Rental Assistance Program ("ERAP"), which provides funds to States and Municipalities with more than 200,000 residents, for the purpose of providing financial assistance for households unable to pay rent and utilities due to the COVID-19 pandemic, with such assistance provided through existing or newly created rental assistance programs; and

WHEREAS, Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 25, 2021, advised that the Town of Oyster Bay has been notified that its appropriation of ERAP funds is in the amount of \$8,850,711.90, and requested Town Board ratification of the execution of the agreement of the Award Terms, nunc pro tunc from January 12, 2021, the date recipients were required to execute and submit an executed agreement and acknowledgment of the Terms of the ERAP program, and further requested authorization for the Supervisor and/or his authorized designee to execute documents in connection with the ERAP program,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby ratifies the execution of the written agreement and acknowledgement of the Terms of the ERAP Program by the Supervisor, nunc pro tunc, from January 12, 2021, and the Supervisor and/or his designee are further authorized to execute additional documents related to the United States Department of the Treasury Emergency Rental Assistance Program.

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

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

Reviewed by
Office of Town Attorney

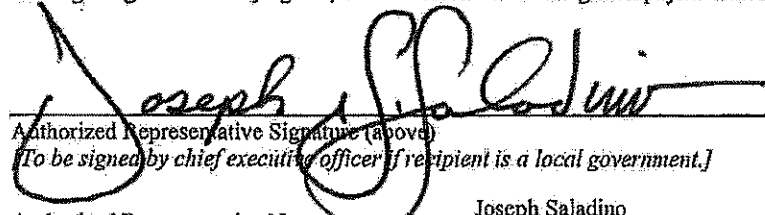
OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021



U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Eligible grantee name and address: Town of Oyster Bay 54 Audrey Avenue Oyster Bay New York 11771	DUNS Number: 072369622 Taxpayer Identification Number: 116001934 Assistance Listing Number and Title: 21.023-Emergency Rental Assistance Program
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Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.


Authorized Representative Signature (above)
(To be signed by chief executive officer if recipient is a local government.)
Authorized Representative Name: Joseph Saladino
Authorized Representative Title: Supervisor
Date Signed: 5/25/21

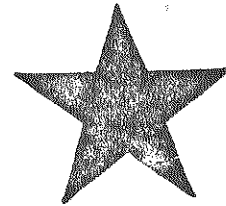
Reviewed By 
Office of Town Attorney


U.S. Department of the Treasury:

Authorized Representative

Title:

Date:



PAPERWORK REDUCTION ACT NOTICE: The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PRIVACY ACT STATEMENT

AUTHORITY: Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.

PURPOSE: Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.

ROUTINE USES: The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury 017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).

DISCLOSURE: Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

**U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE
AWARD TERMS AND CONDITIONS**

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").

2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).

3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.

4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.

5. Administrative costs.

- a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
- b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

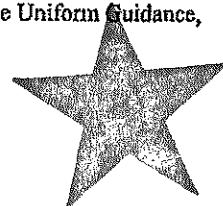
7. Maintenance of and Access to Records.

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.

8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.



- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefiting from federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

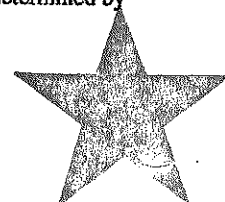
10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.



14. Disclaimer.

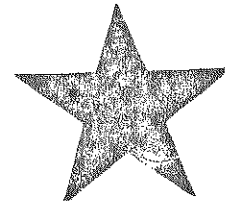
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



WHEREAS, Valerie Monroy, Executive Director, People Loving People, Inc., 123 Audrey Ave., Oyster Bay, New York 11771, by letter dated June 2, 2021, requested the closure and use of Railroad Avenue, Oyster Bay, between Maxwell Avenue and Audrey Avenue, for the organization's Community Food Pantry event on Friday, June 18, 2021, as well as the posting of temporary "Road Closure" signs on Railroad Avenue from 5:00 p.m. through 9:00 p.m. on June 18, 2021; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated June 4, 2021, advised that the abovementioned property and equipment will not be required for use by the Town at those times, and that he has no objection to providing the People Loving People, Inc. with the closure and use of Railroad Avenue, Oyster Bay, between Maxwell Avenue and Audrey Avenue, for the organization's Community Food Pantry event on Friday, June 18, 2021, as well as the posting of temporary "Road Closure" signs on Railroad Avenue from 5:00 p.m. through 9:00 p.m. on June 18, 2021; and

WHEREAS, Deputy Commissioner Bishop, by said memorandum, advised that People Loving People, Inc. is aware that they must follow New York State guidelines for social distancing and that the event may be cancelled at any time due to COVID-19 concerns; and

WHEREAS, the Town Board deems this 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 approved, and the Highway Department is authorized to provide People Loving People, Inc. with the closure and use of Railroad Avenue, Oyster Bay, between Maxwell Avenue and Audrey Avenue, for the organization's Community Food Pantry event on Friday, June 18, 2021, as well as the posting of temporary "Road Closure" signs on Railroad Avenue from 5:00 p.m. through 9:00 p.m. on June 18, 2021, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works/Highways, 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 equipment and in the conduct of the aforescribed activity.

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 amount of \$2,000,000 bodily injury and \$1,000,000 property damage, and naming the Town as an additional insured, in connection with the aforescribed activity.

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the aforescribed activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 4, 2021

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAYS

SUBJECT: PEOPLE LOVING PEOPLE COMMUNITY FOOD PANTRY EVENT
FRIDAY, JUNE 18TH 2021

It is hereby requested to suspend the rules and add to the Town Board calendar of the Town Board Meeting of June 15th 2021

Enclosed please find letter from Valerie Monroy, Executive Director, requesting our assistance on behalf of People Loving People Inc., in hosting their Community Food Pantry Event on Friday, June 18th 2021.

The Highway Department has no objection to the closure of Railroad Avenue in Oyster Bay, between Maxwell Avenue and Audrey Avenue for the event. The Organization is requesting the posting of temporary 'Road Closure' signs on Railroad Avenue from 5:00 P.M. through 9:00 P.M. on the above mentioned date.

People Loving People Inc. are aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

Also attached are the Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement, and Covid-19 Addendum Agreement for this event. Therefore, Town Board approval is requested.



JOHN P. BISHOP
DEPUTY COMMISSIONER OF HIGHWAYS

JPB/kaz

C:

Peter Brown, General Foreman 002
Richard Lenz, P.E., Commissioner DPW
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Public Safety Department
Grace Santa Maria, Highway Administration



HIGHWAY DE. *Kim Z*

07/27/12 01:12
SEC ANTPOB 13 032

6/2/21

Dear Kimberly,

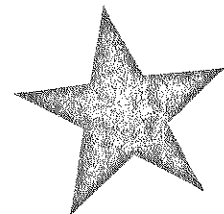
People Loving People would like to request the closing of the street Railroad Avenue to the corner of Audrey Avenue on June 18, 2021. The times requested will be from 6pm to 9pm to hold a block party for the community we serve here at the food pantry. If there is anything else you need from us feel free to reach out to us.

Thank you!

Valerie Monroy

Executive Director People Loving People

(516) 945-9738



Contact

123 Audrey Ave, Oyster Bay, New York 11771 | (516) 945-9738 | PeopleLovingPeople.Net
Founding Partners | Donna Galgano | Val Monroy | Gina Kang



PEOPLOV-01

RIATHAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2021

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

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

PRODUCER
Brooks Hobb & Calahan
PO Box 118
Oyster Bay, NY 11771

CONTACT
NAME:
PHONE (516) 922-6500
FAX (516) 922-6272

INSURERS AFFORDING COVERAGE

INSURED

People Loving People Inc.
123 Audrey Ave
Oyster Bay, NY 11771

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

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.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	NPP257542	5/27/2020	5/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPOSITES \$ Included
	GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER SECT <input type="checkbox"/> LOC					
	OTHER					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> LEASED AUTOS ONLY <input type="checkbox"/> NEWLY OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E1 EACH ACCIDENT \$ E1 DISEASE - EACH EMPLOYEE \$ E1 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

CERTIFICATE HOLDER

Town of Oyster Bay Highway Dept
150 Miller Place
Syosset, 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

Reviewed By
Office of Town Attorney

ACORD 25 (2016/03)

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POLICY NUMBER: NPP2575420

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Effective Date: 05/24/2021 12:01 AM

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

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 their 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 or the acts or omissions of those acting on your behalf.

A. In the performance of your ongoing operations; or

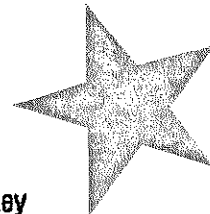
B. In connection with the premises owned by or rented to you.

CG 20 26 07 04

Copyright ISO Properties, Inc. 2004

Reviewed By

Office of Town Attorney



ENDORSEMENT #1

This endorsement, issued by Mount Vernon Fire Insurance Company
to PEOPLE LOVING PEOPLE INC DBA: THE PEOPLES PANTRY forms a part of
Policy Number NPP2575420 effective on 5/24/2021 (MO. DAY YR.) at 12:01 A.M.

Add/Remove/Amend General Liability Additional Insured Endorsement

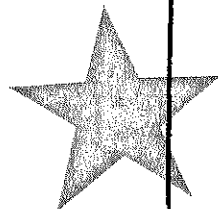
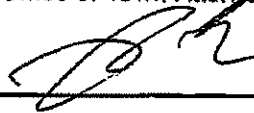
In consideration of an additional premium of \$10 it is hereby agreed that the following
is(are) added to the Policy:

CG2026 07/04 - Additional Insured - Designated Person Or Organization

All other terms and conditions of this Policy remain unchanged.

ADD_REM (03-01)

Reviewed By
Office of Town Attorney



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

This Agreement is made this 2nd day of June 2021, by People Loving People inc (hereinafter "Organization"); Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 123 Audrey Ave and Railroad Ave.

for the event described as Block Party

The property/equipment is needed from June 18 @ 5pm to June 18 @ 9 pm

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

People Loving People inc

Address of Organization

123 Audrey Ave
Oyster Bay, NY 11771

By:

Valerie Hanraey

Authorized Representative

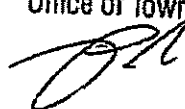
Title:

Executive Director

Telephone Number:

516 945 9738

Reviewed By
Office of Town Attorney



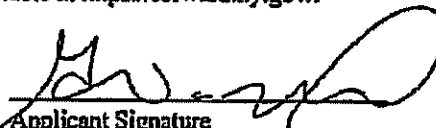


**TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION**

Applicant Name: People Loving People
Event Description: Block Party
Event Date: June 18, 2021

The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

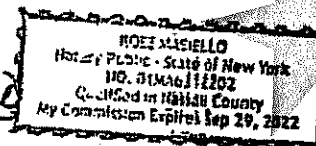
For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.


Applicant Signature

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

On the 24th day of May, 2021, before me, the undersigned, personally appeared Gina Kang personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public



Last Revised: May 5, 2021

WHEREAS, Joseph Minicozzi, Jr., 5th Battalion Drill Committee Chair, Oyster Bay Fire Department, P.O. Box 448, 188 South Street, Oyster Bay, New York 11771, requested the use of Municipal Parking Field O-6, Oyster Bay (Firemen's Field), from 9:00 a.m. through 5:00 p.m., on Saturday, June 19, 2021, the temporary posting of "No Parking" signs on said Field, twenty (20) complete barricades and fifty (50) traffic cones, for the Department's 5th Battalion Drill, to be held on Saturday, June 19, 2021; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated June 2, 2021, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Town has no objection to providing the Oyster Bay Fire Department with the use of Municipal Parking Field O-6, Oyster Bay (Firemen's Field), from 9:00 a.m. through 5:00 p.m., on Saturday, June 19, 2021, the temporary posting of "No Parking" signs on said Field, twenty (20) complete barricades and fifty (50) traffic cones, for the Department's 5th Battalion Drill, to be held on Saturday, June 19, 2021; and

WHEREAS, the 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 request as hereinabove set forth is hereby accepted and approved, and the Highway Department is hereby authorized to provide the Oyster Bay Fire Department with the use of Municipal Parking Field O-6, Oyster Bay (Firemen's Field), from 9:00 a.m. through 5:00 p.m., on Saturday, June 19, 2021, the temporary posting of "No Parking" signs on said Field, twenty (20) complete barricades and fifty (50) traffic cones, for the Department's 5th Battalion Drill, to be held on Saturday, June 19, 2021, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, 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 equipment and in the conduct of the afore-described activity.
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk indicating said organization maintains general liability insurance, in the amounts of \$2,000,000 bodily injury and \$1,000,000 property damage, and naming the Town of Oyster Bay as an additional insured in connection with the afore-described activity.

Reviewed By
Office of Town Attorney

Elizabeth A. Jaeger

4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the aforescribed activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 2, 2021

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: OYSTER BAY FIRE DEPARTMENT
5TH BATTALION DRILL
JUNE 19TH 2021

It is hereby requested to suspend the rules and add to the Town Board calendar of the Town Board Meeting of June 15th 2021


Enclosed please find a copy of the letter from Joseph Minicozzi Jr., Committee Chair, requesting our assistance on behalf of the Oyster Bay Fire Department in hosting their 5th Battalion Drill on Saturday, June 19th 2021 from 9:00 A.M. to 5:00 P.M.

The Highway Department has no objection to the Oyster Bay Fire Department utilizing Parking Field O-6 (Fireman's Field) and will install lot closing signs for the above mentioned date and time will also be pleased to provide twenty (20) complete barricades and fifty (50) traffic cones for the event.

The parks department will provide various equipment as well.

Oyster Bay Fire Department is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

Also attached are a Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement and Covid-19 Addendum Agreement to cover this event. Therefore, Town Board approval is requested.


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

C: Richard Lenz, P.E. Commissioner of DPW
Peter Brown, General Foreman 002
Grace SantaMaria, Highway Administration

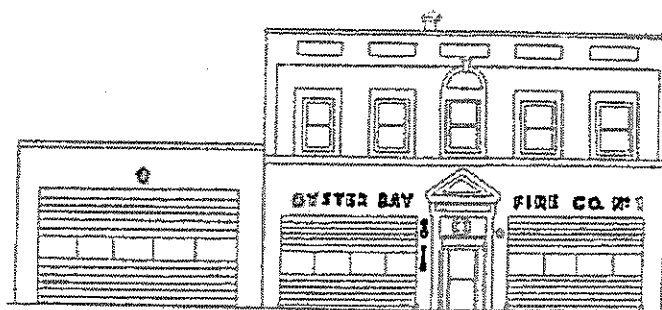
Steve Kelly, Sign Bureau Supervisor
Parks Department
Justin McCaffrey, Commissioner of Public Safety



4 0000
John Hambrook

1st ISS T & 1111
Anthony DeCarolis

2nd ISS T & 1111
Thomas Rathilly Jr



SECRETARY
ARMANDO AMATO
Web: www.oysterbayfd.com

TELEPHONES
EMERGENCY 242-1300
HEADQUARTERS 922-4514
CHIEF 922-1226
TROUSERS 922-0101
FAX 624-0239

OYSTER BAY FIRE DEPARTMENT

188 South Street • P.O. Box 448 • Oyster Bay, NY 11771

To whom it may concern,

The Oyster Bay Fire Department would like to hold an Old Fashioned Firematic Drill. We would like to use Firemens Field and Parking field 6, in Oyster Bay. The date is June 19, 2021, from 9am till 5pm.

We would like the use of a showmobile, 20 road barricades and 50 cones.

All insurance and permit paperwork are included.

Thank you

5th Battalion Drill Committee Chair

Joseph Minicozzi Jr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2021

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

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

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791	CONTACT NAME: Nicole Morton PHONE (A/C, No, Ext): (516) 364-4044 FAX (A/C, No): (516) 364-5901 E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A: National Union INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Oyster Bay Fire Department 159 South Street Oyster Bay NY 11771	NAIC #

COVERAGES CERTIFICATE NUMBER: 21-22 Liberty 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.

TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Medical Malpractice GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC COPIES	Y	VFNU-TR-0001514-01	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RETIRED PERSONS (Per occurrence) \$ 1,000,000 MED EXP (Per one insured) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMB. ACC. \$ 3,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		VFNU-CM-0001513-01	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAMS-MADE RETENTION \$		VFNU-TR-0001514-01	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY & PARTISAN EXECUTIVE CERT. EXEMPTED FROM L&C (Mandatory in NY) PER SEASON UNDER DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EACH EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

The Town of Oyster Bay is included as an Additional Insured for General Liability per VCL101 as respects the use of Town property at Fireman's Field to host the 5th Battalion Drill on Saturday, June 19, 2021.

CERTIFICATE HOLDER

Town of Oyster Bay
54 Audrey Avenue
Oyster Bay

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. Morton

ACORD 25 (2016/03)

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So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as SUPPLEMENTARY PAYMENTS. Notwithstanding the provisions of paragraph 2.b.(2) of COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as SUPPLEMENTARY PAYMENTS ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
 - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
2. In addition to you, each of the following is an insured:
 - a. ~~Volunteers and Employees.~~ Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
 - b. ~~Medical Directors.~~ Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
 - c. ~~Good Samaritans.~~ Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
 - d. ~~Owners of Commandeered Equipment.~~ The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
 - e. ~~Real Estate Managers.~~ Any person or any organization while acting as your real estate manager.
 - f. ~~Blanket Additional Insureds.~~ Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.
3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

This Agreement is made this 25 day of MAY 2021, by OYSTER BAY FIRE DEPARTMENT (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as BY FIREMENS FIELD AND PARKING FIELD 6, IN OYSTER BAY

SHOWMOBILE

20 - ROAD BARRICADES

50 TRAFFIC CONES

for the event described as 5TH BATTALION DRILL (OLD FASHION FIREMENS DRILL)

The property/equipment is needed from JUNE 18, 2021 to JUNE 20, 2021

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 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

OYSTER BAY FIRE DEPARTMENT

Address of Organization

188 SOUTH ST
OYSTER BAY NY 11771

By: Joseph Minicucci Jr
Authorized Representative

Title: DRILL COMMITTEE CHAIRMAN

Telephone Number: 516-322-6366

Reviewed By
Office of Town Attorney

[Signature]



**TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION**

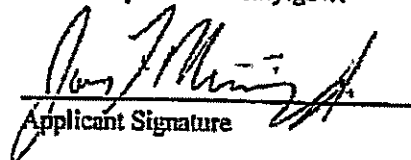
Applicant Name: OYSTER BAY FIRE DEPARTMENT

Event Description: OLD FASHION FIREMATIC DRILL

Event Date: JUNE 19, 2021

The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

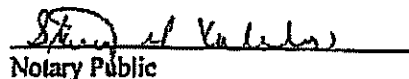
For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.

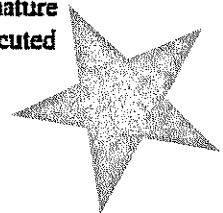

Applicant Signature

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

On the 02 day of June, 2021, before me, the undersigned, personally appeared Joseph Frank Malozzi Jr personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

STACEY M. KALOUDIS
Notary Public, State of New York
No. 01KA6401499
Qualified in Nassau County
Commission Expires December 9, 2023


Notary Public



Last Revised: May 5, 2021

DATE: 06/03/21
TO: HIGHWAY OPERATIONS
SUBJECT: Oyster Bay Fire Dept. 5th Battalion Drill

PLEASE DELIVER TO: **DATE OF EVENT:** June 19, 2021

The parking lot on Audrey
Avenue – Lot O-6

BARRICADES: 20

CONTACT: Joe Minicozzi
516-322-6366

CONES: 50

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: June 18, 2021

PICKUP ON: June 21, 2021

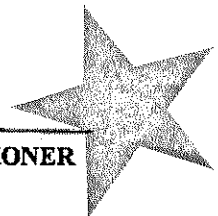
SWEEPING BEFORE AFFAIR IS NEEDED:

XX
YES NO

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

JPB/kaz


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



CC: Dan Kornfeld
Peter Brown, General Foreman 002
Mike Ricardo, Regional Foreman 009
Kevin Freiberg, Area Foreman 013

Public Safety Division

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 13th day of July, 2021, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the condemnation of real property known as Peninsula Golf Course, 50 Nassau Road, East Massapequa, New York, and designated as Section 66, Block 057, Lot 125 and Section 66, Block 054, Lot 048 on the Land and Tax Map of the County of Nassau, and to determine the need and location of a proposed park project, a public use, prior to any acquisition of the aforementioned real property required for the project, which will provide recreational facilities for residents of the Town of Oyster Bay; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said Town Board meeting and hearing in the Massapequa Observer, Massapequa Post and Newsday newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of the law.

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Reviewed By
Office of Town Attorney
[Signature]

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

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

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 13th day of July, 2021, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the condemnation of real property known as Peninsula Golf Course, 50 Nassau Road, East Massapequa, New York, and designated as Section 66, Block 057, Lot 125 and Section 66, Block 054, Lot 048 on the Land and Tax Map of Nassau County, and to determine the need and location of a proposed park project, a public use, prior to any acquisition of the aforementioned real property required for the project, which will provide recreational facilities for residents of the Town of Oyster Bay. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned hearing at the time and place designated herein.

IF YOU, THE PROPERTY OWNER(S), SUBSEQUENTLY WISH TO CHALLENGE CONDEMNATION OF THE AFORESAID PROPERTY VIA JUDICIAL REVIEW, YOU MAY DO SO ONLY ON THE BASIS OF ISSUES, FACTS, AND OBJECTIONS RAISED AT THE ABOVE REFERENCED HEARING.

TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.
RICHARD LAMARCA, Town Clerk. Dated: June 15 , 2021, Oyster Bay, New York.

Reviewed By

Office of Town Attorney

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Town of Oyster Bay
Inter-Departmental Memo

Town of Oyster Bay
Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney


DATE : June 9, 2021

SUBJECT : Proposed Exercise of Eminent Domain over Following Property:
Peninsula Golf Course, 50 Nassau Road East Massapequa, New York
Section 66, Block 057, Lot 125 and Section 66, Block 054, Lot 048 on the
Land and Tax Map of the County of Nassau

Submitted herewith are the Public Notice and the Resolution calling for a Public Hearing, in connection with the above referenced matter.

It is respectfully requested that the rules be suspended and a Resolution related to this matter be considered during the Town Board meeting of June 15, 2021. It is further requested that this matter be scheduled for a public hearing on July 13, 2021 at 10:00 a.m.

FRANK M. SCALERA
TOWN ATTORNEY


Karen J. Underwood
Deputy Town Attorney

KJU:kju
Attachments
File No. 2021-8010

S:\Attorney\Property Acquisitions\Peninsula Golf Course\Condemnation\MD Hrg .docx

Meeting of June 15, 2021

Resolution No. 350-2021

WHEREAS, the United States Department of the Treasury created two separate Emergency Rental Assistance (ERA) Programs, which provide funds to eligible Municipalities for the purpose of providing financial assistance for households unable to pay rent and utilities, through existing or newly created rental assistance programs; and


WHEREAS, the Town of Oyster Bay is in receipt, from the United States Department of the Treasury, \$8,850,711.90, provided through ERA Program 1, as made available through the Consolidation Appropriations Act of 2021, and \$7,003,154.10, provided through ERA Program 2, as made available through the American Rescue Plan Act of 2021; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 8, 2021, advised that a request for proposals ("RFP") was issued to procure services for assistance with the administration of the ERA Programs, with funding for these services provided through the U.S. Department of Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, and that the Department of Intergovernmental Affairs received four (4) responses; and

WHEREAS, following a review and evaluation of all the responses, in compliance with the requirement of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Sammartano, by the aforementioned memorandum, requested and recommended that the Town Board authorize Long Island Housing Partnership, Inc., to perform services for assistance with the administration of the ERA Programs, in an amount not to exceed \$1,417,395, with funding for this purpose available in Account Number IGA-CD-8676-44800-000-CV21, said funding provided through the U.S. Department of Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, for a period commencing June 15, 2021 through June 14, 2023; and

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

WHEREAS, Commissioner Sammartano, by said memorandum, further requests authorization for the Supervisor and/or his authorized designee to execute an Agreement, as approved by the Office of the Town Attorney, with Long Island Housing Partnership, Inc., for the purpose of providing services for assistance with the administration of the ERA Programs,

3AF
Reviewed By
Office of Town Attorney


NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Supervisor and/or his designee are authorized to execute an Agreement with Long Island Housing Partnership, Inc., in an amount not to exceed \$1,417,395.00, with funding provided through the U.S. Department of Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, for a period commencing June 15, 2021 through June 14, 2023; and be it further

RESOLVED, That the Comptroller is hereby authorized to make payment to Long Island Housing Partnership, Inc., in an amount not to exceed \$1,417,395.00, upon presentation of a duly certified claim, after audit and that the funds for said payment shall be drawn from Account No. IGA-CD-8676-44800-000-CV21.

#

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: JUNE 8, 2021

SUBJECT: U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE PROGRAM
PROGRAM ADMINISTRATION SERVICES

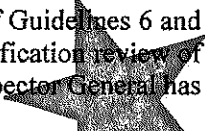
The U.S. Department of Treasury Emergency Rental Assistance (ERA) Program makes funding available to assist households that are unable to pay rent or utilities. Two separate programs have been established: ERA1 provides up to \$25 billion nationwide under the Consolidated Appropriations Act, 2021, which was enacted on December 27, 2020, and ERA2 provides up to \$21.55 billion nationwide under the American Rescue Plan Act of 2021, which was enacted on March 11, 2021. The funds are provided directly to eligible states, U.S. territories, local governments, and Indian tribes. Grantees must use the funds to provide assistance to eligible households through existing or newly created rental assistance programs.

The Town of Oyster Bay is in receipt of \$8,850,711.90 provided through ERA 1 as made available through the Consolidated Appropriations Act of 2021. The Town has been informed of its ERA 2 appropriation, in the amount of \$7,003,154.10, as made available through the American Rescue Plan Act of 2021.

The Town's Department of Intergovernmental Affairs (IGA) has sought the services of a firm to assist the Town in the administration of an Emergency Rental Assistance Program (Program) with use of funding provided through both ERA 1 and ERA 2. Specific services requested include: Program/policy development, development of Program application and other required forms, in-take and processing of applications, completion of applicant eligibility determinations, notification of approvals/denials, resolution of appeals, disbursement of Program eligible payments, case management services and the provision of an extensive outreach and marketing campaign in effort to connect eligible recipients to the Program.

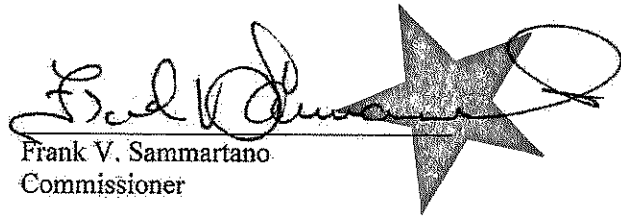
On May 24, 2021, IGA issued a "Requests for Proposals" to firms in accordance with the Town's approved procurement procedure. On June 2, 2021, IGA had received four (4) responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. Related support documentation is on file with IGA.

The Commissioner of IGA, after review of the selection committee's preliminary recommendations has selected the Long Island Housing Partnership, Inc. to provide Program Administration Services. The evaluation and selection process was performed in compliance with the requirements of Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy. An electronic due diligence and verification review of the Long Island Housing Partnership, Inc. has been completed and the Office of the Inspector General has approved advancing this matter to the Town Board.



The total proposed fee for Program Administration Services based upon the scope of work as detailed in the RFP document is, up to \$1,417,395. The proposed contract term through which Long Island Housing Partnership, Inc. would provide these services is June 15, 2021 through June 14, 2023. Funding for this purpose is available in Account Number IGA-CD-8676-44800-000-CV21. The funds for these services are provided through the U.S. Department of Treasury, ERA 1 and ERA 2 Programs and are of no cost to the Town.

It is, therefore, respectfully requested that the rules be suspended and a Resolution related to this matter be considered during the Town Board meeting of June 15, 2021. This Resolution must authorize the Supervisor or his authorized designee to execute an Agreement, as approved by the Office of the Town Attorney, with Long Island Housing Partnership, Inc. for the purpose of providing Emergency Rental Assistance Program Administration Services.


Frank V. Sammartano
Commissioner

Meeting of June 15, 2021

Resolution No. 351-2021

Reviewed By
Office of Town Attorney

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York 11771, on the 13th day of July, 2021, at 10:00 o'clock, am, prevailing time on that day, or as soon thereafter as practicable, to consider the application of JP OPTIONEE LLC, contract vendee, for a Change of Zone from Office Building District (OB) to create a new lot zoned General Business (GB), and a Special Use Permit to allow for construction and operation of a hotel, on premises located at One and Two Jericho Plaza, Jericho, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block 355, Lots 31 and 32, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That if meeting restrictions imposed by New York State Executive Order are in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on oysterbaytown.com; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in
Newspapers of general circulation within the Town of Oyster Bay.

#

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

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

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Reviewed By
Office of Town Attorney

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, July 13, 2021, at 10:00 am, prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York 11771, for the purpose of considering an application from JP OPTIONEE LLC, contract vendee, for a Change of Zone from Office Building District (OB) to create a new lot zoned General Business (GB), and a Special Use Permit to allow for construction and operation of a hotel, on premises located at One and Two Jericho Plaza, Jericho, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block 355, Lots 31 and 32, on the Land and Tax Map of Nassau County.

Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. If meeting restrictions imposed by New York State Executive Order are in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on oysterbaytown.com. Comments may be submitted by email to publiccomment@oysterbay-ny.gov, or in writing to Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771.

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa.

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

Dated: June 15, 2021, Oyster Bay, New York.

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Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: OFFICE OF THE TOWN ATTORNEY

DATE: June 11, 2021

SUBJECT: JP Optionee LLC. Contract Vendee
Change of Zone and Special Use Permit
Premises: One and Two Jericho Plaza, Jericho, New York
Section 11, Block 355, Lots 31 and 32

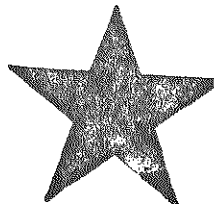
It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on July 13, 2021, in connection with the above referenced matter.

Kindly suspend the rules and place this matter on the Town Board action calendar for the June 15, 2021 Town Board meeting.

FRANK M. SCALERA
Town Attorney

For Sabellico by [Signature]
Thomas M. Sabellico
Special Counsel

TMS/nb
Enc.
2021-8069



WHEREAS, pursuant to Resolution No. 794-2010, adopted August 10, 2010, the Town entered into a Franchise Agreement dated August 10, 2010, with Cablevision Systems Long Island Corporation ("Cablevision"); and

WHEREAS, pursuant to Resolution No. 555-2019, adopted September 17, 2019, the Town Board authorized an agreement with Municipal Audit Services, LLC, 130 Shore Road, Suite 205, Port Washington, New York 11050, to provide an analysis and audit of cable franchise fee collections, authorizing payment to Municipal Audit Services, LLC ("Municipal Audit") in the form of a contingency fee of 29% of any additional franchise fees recovered as a result of Municipal Audit's services; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated June 15, 2021, advised that Municipal Audit's analysis and audit of the Franchise Agreement with Cablevision, subsequent substantive discussions and extensive negotiations between the Town and Cablevision, have culminated in a proposed settlement, providing that Cablevision shall pay the Town \$379,690.42 in full settlement of all claims regarding the Franchise Fee Obligation, and that effective January 1, 2016, the subscriber revenue associated with Cablevision's DVR functionality shall be included in the Gross Revenue calculation; and

WHEREAS, the Office of the Town Attorney, by the aforementioned memorandum, requested and recommended that the Supervisor, or his designee, be authorized to execute the settlement agreement with Cablevision and that the Town accept the sum of \$379,690.42, as full and final settlement of the Town's action against Cablevision, such settlement being just, fair, and reasonable; and

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is authorized to execute a settlement agreement with Cablevision Systems Long Island Corporation in the form attached to the Office of the Town Attorney's memorandum; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to deposit the settlement funds from Cablevision into Account No. TWN A 0001 01170 000 0000, and, to make payment to Municipal Audit Services, LLC, 130 Shore Road, Suite 205, Port Washington, New York 11050, in accordance with the contingency fee rate, upon submission of a duly certified claim, after audit, with funds drawn from Account No. OTA A 1420 44900 000 0000.

-#-

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

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

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated June 15, 2021, advised that the Town of Oyster Bay will host an American Spirit Contest to encourage residents to decorate their homes in red, white, and blue with lights, flags, or other decorations for the period beginning July 1, 2021 through July 14, 2021; and

WHEREAS, residents will be able to submit photographs of their homes, and all residents will be invited to vote for their favorite display, with three (3) contest winners to be selected; and

WHEREAS, each winner will receive a Town of Oyster Bay seasonal beach pass for the 2021 beach season if they have not yet purchased a beach pass or will be entitled to one beach pass for the 2022 beach season if they have already purchased a beach pass; and

WHEREAS, Supervisor Joseph S. Saladino has offered to donate the three (3) beach passes, collectively valued at \$180.00; and

WHEREAS, to facilitate the American Spirit Contest, the Office of the Town Attorney, by the aforementioned memorandum, requested that the Town Board accept the Supervisor's monetary donation, which will be used to supply the three (3) beach passes to contest winners,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town hereby authorizes the Department of Parks to accept the above stated donation, with funds to be deposited in Account No. TWN A 0001 02705 000 0000.

- # -

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

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