

*John Canning Bay*  
*Vicki Spalletto, Deputy*  
*Commissioner*  
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of June 29, 2021

RESOLUTION P-11-2021

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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Meeting of June 29, 2021

Resolution No. TF-9-2021

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                       |
|----------|-------|-------------|----------------------------|
| 022-21   | HWY   | \$24,500.00 | HWY DB 5110 12000 000 0000 |
|          |       |             | TO                         |
|          |       | \$24,500.00 | HWY DB 5110 41710 000 0000 |

#

Reviewed By  
Office of Town Attorney

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

|                      |        |
|----------------------|--------|
| Supervisor Saladino  | Aye    |
| Councilwoman Johnson | Aye    |
| Councilman Imbroto   | Aye    |
| Councilman Hand      | Aye    |
| Councilman Labriola  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

**TOWN OF OYSTER BAY**  
**Inter-Departmental Memo**

6/21/2021

**TO: MEMORANDUM DOCKET**

**FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER**  
**HIGHWAY DEPARTMENT**

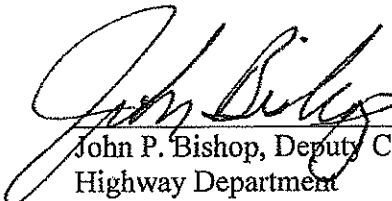
**SUBJECT: TRANSFER OF FUNDS 2021**

---

Town Board authorization is requested to transfer the following funds:

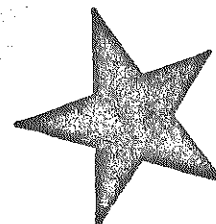
| Account No.                             | Object Description | Amount      |
|---|--------------------|-------------|
| <u>From:</u> HWY DB 5110 12000 000 0000 | SALARIES PART TIME | \$24,500.00 |
| <u>To:</u> HWY DB 5110 41710 000 0000   | SIGN SUPPLIES      | \$24,500.00 |

This transfer is necessary to provide funds needed to purchase street marking supplies.

  
\_\_\_\_\_  
John P. Bishop, Deputy Commissioner  
Highway Department

JPB/dp

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



Reviewed By  
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community & Youth Services, by memorandum dated June 3, 2021, requested Town Board authorization for the Commissioner to sign and execute an agreement with Lucilu Productions, Inc., 2 Swirl Lane Levittown, New York 11756, to provide entertainment by the Lords of 52<sup>nd</sup> Street, at a concert to be held on Saturday, September 18, 2021, at a location to be determined based upon New York State distancing regulations, for an amount not to exceed \$8,750.00, and that the Commissioner, and/or her designee, be authorized to make changes, as necessary, as to the date, time and location of said event, as physical distancing regulations permit; and

WHEREAS, the Commissioner, in the aforementioned memorandum advised that funds for payment are available in Account No. CYS A 7020 47660 000 0000, *Special Events*, and that any additional purchase services orders related to this event shall be pursuant to the Town's Procurement Policy and charged to an appropriate account, and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Town Board authorizes, the Commissioner of the Department of Community and Youth Services, to sign and execute an agreement with Lucilu Productions, Inc., 2 Swirl Lane Levittown, New York 11756, to provide entertainment by the Lords of 52<sup>nd</sup> Street, at a concert to be held on Saturday, September 18, 2021, at a location to be determined based upon New York State distancing regulations, for an amount not to exceed \$8,750.00, and the Commissioner, and/or her designee, is authorized to make changes, as necessary, as to the date, time and location of said event, as physical distancing regulations permit; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000, *Special Events*; and that any additional purchase or service orders related to said event shall be pursuant to the Town of Oyster Bay Procurement Policy and charged to an appropriate account; and be it further

RESOLVED, That 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; and be it further

RESOLVED, That the Town Board hereby authorizes and directs the Town Comptroller to make payment for same, upon the 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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |



H

355

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

June 3, 2021

TO: Memorandum Docket

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


SUBJECT: Lords of 52<sup>nd</sup> Street Concert – September 18, 2021

---

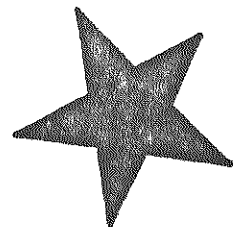
The Department of Community and Youth Services requests Town Board authorization to sign a contract with Lucilu Productions, Inc., located at 2 Swirl Lane, Levittown, New York 11756 who will provide the Lords of 52<sup>nd</sup> Street.

This concert will be held on Saturday, September 18, 2021. Location to be determined based on NYS distancing regulations. The fee for this performance is \$8,750.00 and the funds are available in Account CYS A 7020 47660 000 0000, *Special Events*. Any additional purchase or service orders related to this event shall be pursuant to the Town's Procurement Policy and charged to an appropriate account.

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

  
Maureen A. Fitzgerald  
Commissioner

MAF:kf  
Attachment



## CONTRACT

This Contract, made the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Lucilu Productions, Inc., c/o Stephanie Gold, having its principal office at 2 Swirl Lane, Levittown, New York 11756 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

The Lords of 52<sup>nd</sup> Street

(Legends of the Billy Joel Band)

a. Type of performance: Music Under the Stars 2021

b. Contract Amount: \$8,750.00

c. Date, time and place of performance:

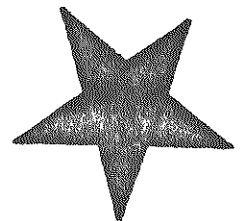
DATE: Saturday, September 18, 2021

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

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

2. Performances to be as indicated above; time and dates to be determined by TOWN. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$9,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: LUCILU PRODUCTIONS, INC.

LUCILU PRODUCTIONS, INC.

Reviewed By  
Office of Town Attorney



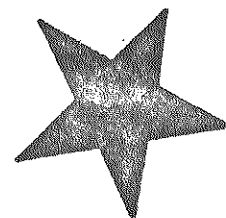
\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE: \_\_\_\_\_, 2021

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

DATE: \_\_\_\_\_, 2021

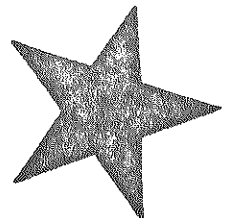


## EXHIBIT A

### CONTRACT TERMS & CONDITIONS

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

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



Meeting of June 29, 2021

Resolution No. 356-2021

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community & Youth Services, by memorandum dated June 3, 2021, requested that the Town Board authorize the Town Supervisor, or his designee, to enter into and to execute an agreement with Mayhem Long Island, 33 Carriage Lane, Plainview, New York 11803, to provide entertainment on Tuesday, July 20, 2021, at the Syosset-Woodbury Community Center, free of charge, with all terms and conditions of said agreement to be negotiated and approved by the Office of the Town Attorney,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby accepted and approved, and the Town Board hereby authorizes the Town Supervisor, or his designee, to enter into and to execute an agreement with Mayhem Long Island, to provide entertainment on Tuesday, July 20, 2021, at the Syosset-Woodbury Community Center, free of charge, with all terms and conditions of said agreement to be negotiated and approved by the Office of the 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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Reviewed By  
Office of Town Attorney

5

356

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

June 3, 2021

TO: Memorandum Docket


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

SUBJECT: Services for GAP

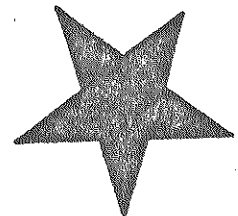
---

The Department of Community & Youth Services requests Town Board authorization to utilize the services of Mayhem Long Island to provide entertainment for the Group Activities Program (GAP). Mayhem Long Island, of 33 Carriage Lane, Plainview, NY 11803 will provide entertainment on Tuesday, July 20, 2021 at the Syosset-Woodbury Community Center. There is no fee for this service.

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

  
Maureen A. Fitzgerald  
Commissioner

MAF:jd  
Attachment



**Contract**

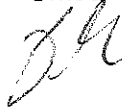
This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Mayhem Long Island., located at 33 Carriage Lane, Plainview, New York 11803 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Services by: Mayhem Long Island.  
Date: July 20, 2021  
Location: Syosset-Woodbury Community Center  
Amount: No Charge

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

MAYHEM LONG ISLAND

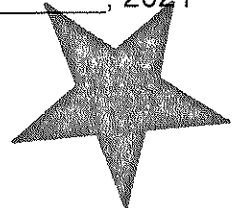
Reviewed By  
Office of Town Attorney



\_\_\_\_\_  
CONTRACTOR  
\_\_\_\_\_  
DATE: \_\_\_\_\_, 2021

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER  
DATE: \_\_\_\_\_, 2021



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 4, 2021, requested Town Board authorization for the Town of Oyster Bay to accept the donation of a lighted scoreboard on the softball field at Syosset-Woodbury Park, Woodbury, valued at approximately, \$9,980.79, from Syosset Youth Council Girls Softball League, to be installed by the Town of Oyster Bay, which would benefit the Town by improving the integrity of the softball field and adding an aesthetically appealing enhancement to the park,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Parks to accept the above stated donation, and upon acceptance of said donation Account No. PKS A 0001 0275 000 0000 will be credited to reflect said 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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |



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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: JUNE 4, 2021

SUBJECT: SYOSSET YOUTH ATHLETIC COUNCIL GIRLS SOFTBALL LEAGUE  
DONATION FOR SYOSSET-WOODBURY PARK SOFTBALL FIELD

Please see the attached letter from League President, Michael Rogers on behalf of the Syosset Youth Athletic Council (SYAC) Girls Softball League. The league would like to make a donation to the Parks Department of a lighted scoreboard to be installed next to the softball field at Syosset-Woodbury Park.

The donation value for the scoreboard is \$9,980.79. The Town will be responsible for the installation of the scoreboard. Upon acceptance of the asset donation, account PKS A 0001 02705 000 0000 will be credited.

This donation will greatly improve the integrity of the softball field, while creating an aesthetically appealing enhancement to the park.

The Department of Parks respectfully requests Town Board approval for the Syosset Youth Athletic Council Girls Softball League's donation to the softball field at Syosset-Woodbury Park.

  
\_\_\_\_\_  
JOSEPH G. PINTO, COMMISSIONER  
PARKS DEPARTMENT

JGP/km  
Att.



---

Joseph G. Pinto  
Commissioner  
Town of Oyster Bay  
Parks Department  
977 Hicksville Road  
Massapequa, NY 11758  
516-797-4128  
516-797-4145 (Fax)  
[jpinto@oysterbay-ny.gov](mailto:jpinto@oysterbay-ny.gov)

May 25, 2021

Dear Mr. Pinto,

We are writing to inform the Town of Oyster Bay that our organization, Syosset Youth Athletic Council (SYAC) Girls Softball League, would like to donate \$9,980.79 for the installation of the forementioned Scoreboard at the Syosset-Woodbury Park Softball Field, located at 7800 Jericho Turnpike, Woodbury, NY 11797.

Vendor: BSN Sports  
PO Box 660176  
Dallas, TX 75266-0176  
1-800-527-7510  
1-800-899-0149 (Fax)  
[www.bsnsports.com](http://www.bsnsports.com)  
Sales Contact:  
Quote #: 21280028  
Purchase Order #: QT – Neal Scoreboard

Purchase Details (also see attached quote and rendering):

- 15'x6.5' 7 Inning Scoreboard
- 20' Sponsor Panels (2)
- 2'6" x 6'6" Side Panels (1 Set of 2)
- Wireless Remote (1)
- Controller Carry Case (1)
- Shipping to Parks Department
- Printing as follows:
  - Top Panel: "Welcome to Syosset-Woodbury Park"
  - Below Panel: "Home of the Syosset Girls Softball League"
  - Left Panel: 2 Logos (SYAC & CYCLONES)
  - Right Panel: 2 Logos (SHS & ToBAY)

It is our understanding that the Town of Oyster Bay will cover the costs of the installation (including but not limited to: Cement footings, Steel Beams, Electricity).

We appreciate the opportunity to partner with you on this project and to improve our permitted field for the families of our community to enjoy and experience.



Thank you very much!

SYAC Board

Michael Rogers – President

Joel Liss – Vice President

Jimmy Saridis – Vice President

Neal Schack – Treasurer



PO Box 600176  
Dallas, TX 75266-0176  
Phone: 800-527-7510 Fax: 800-899-6149  
Visit us at www.bsnsports.com

Contact Your Rep  
Anthony Natha Email: anatha@bsnsports.com | Phone:

Sold to  
1031823  
TOWN OF OYSTER BAY  
PARKS DEPARTMENT A/P  
977 HICKSVILLE ROAD  
MASSAPEQUA NY 11758

Ship To  
1031823  
TOWN OF OYSTER BAY  
PARKS DEPARTMENT A/P  
977 HICKSVILLE ROAD  
MASSAPEQUA NY 11758

| Quote             |                      |
|-------------------|----------------------|
| Quote #:          | 21280028             |
| Purchase Order #: | OT - Neal Scoreboard |
| Cart Name:        |                      |
| Quote Date:       | 05/05/2021           |
| Quote Valid to:   | 05/26/2021           |
| Payment Terms:    | NT30                 |
| Ship Via:         |                      |
| Ordered By:       | Neal                 |

Payer  
1031823  
TOWN OF OYSTER BAY  
PARKS DEPARTMENT A/P  
977 HICKSVILLE ROAD  
MASSAPEQUA NY 11758

| Item Description                              | Qty  | Unit Price  | Total       |
|---|------|-------------|-------------|
| 15'x 6.5' Inning Scoreboard<br>Item # - NSPHG | 1 EA | \$ 9,980.79 | \$ 9,980.79 |

|                         |            |
|-------------------------|------------|
| Subtotal:               | \$9,980.79 |
| Other:                  | \$0.00     |
| Freight:                | \$0.00     |
| Sales Tax:              | \$0.00     |
| Order Total:            | \$9,980.79 |
| Payment/Credit Applied: | \$0.00     |
| Order Total:            | \$9,980.79 |

- 15'x 6.5' Scoreboard
- Includes wireless remote
- 2 - 20" Sponsor Panels
- 1 Set - 2'6"x 6'6" Side Panels
- 1 Controller Carry Case

MODEL - 3316  
SPONSOR AREA  
29.5" X 20"

Welcome to Syosset-Woodbury Park

| BALL  | STRIKE | OUT |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
|-------|--------|-----|--|--|--|--|--|--|--|------|--|--|--|--|--|--|--|--|--|
|       |        |     |  |  |  |  |  |  |  | RUNS |  |  |  |  |  |  |  |  |  |
| GUEST |        |     |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |
| HOME  |        |     |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |

Home of the Syosset Girls Softball League



PO Box 841393  
Dallas, TX 75284-1393  
Phone: 800-527-7510 Fax: 800-899-0149  
Visit us at [www.bsnsports.com](http://www.bsnsports.com)

Contact Your Rep

Anthony Nathe Email: [ananthe@bsnsports.com](mailto:ananthe@bsnsports.com) | Phone:

Sold to  
1031823  
TOWN OF OYSTER BAY  
PARKS DEPARTMENT A/P  
977 HICKSVILLE ROAD  
MASSAPEQUA NY 11758

Ship To  
1031823  
TOWN OF OYSTER BAY  
PARKS DEPARTMENT A/P  
977 HICKSVILLE ROAD  
MASSAPEQUA NY 11758

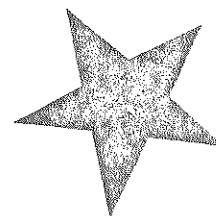
## Quote

Quote #: 21280028  
Purchase Order #: QT - Neal Scoreboard  
Cart Name:  
Quote Date: 05/05/2021  
Quote Valid-to: 08/31/2021  
Payment Terms: NT30  
Ship Via:  
Ordered By: Neal

Payer  
1031823  
TOWN OF OYSTER BAY  
PARKS DEPARTMENT A/P  
977 HICKSVILLE ROAD  
MASSAPEQUA NY 11758

| Item Description                                      | Qty  | Unit Price  | Total       |
|---|------|-------------|-------------|
| <b>15'x 6.5' 7inning Scoreboard</b><br>Item # - NSPHG | 1 EA | \$ 9,980.79 | \$ 9,980.79 |

|                                |                         |            |
|--------------------------------|-------------------------|------------|
|                                | Subtotal:               | \$9,980.79 |
|                                | Other:                  | \$0.00     |
| 15'x 6.5' Scoreboard           | Freight:                | \$0.00     |
| Includes wireless remote       | Sales Tax:              | \$0.00     |
|                                | Order Total:            | \$9,980.79 |
| 2 - 20' Sponsor Panels         | Payment/Credit Applied: | \$0.00     |
|                                | Order Total:            | \$9,980.79 |
| 1 Set - 2'6"x 6'6" Side Panels |                         |            |
| 1 Controller Carry Case        |                         |            |



BSN SPORTS Terms and Conditions apply to all of your orders with us and our affiliates. At any time, these terms and conditions can be found at [www.bsnsports.com/terms](http://www.bsnsports.com/terms)

Check your quote at [www.bsnsports.com/?&ProgramID=21280028&zip=11758](http://www.bsnsports.com/?&ProgramID=21280028&zip=11758)

WHEREAS, by Resolution No. 178-2017, adopted on April 4, 2017, the Town Board authorized the Town to enter into an agreement with the County of Nassau, whereby the Town agreed to serve as a vendor to the County of Nassau in the administration of the Temporary Assistance for Needy Families (TANF) and Safety Net Assistance programs, for the period of May 1, 2017 through December 31, 2017, in exchange for up to \$164,919.00 to the Town and the Agreement provided for four (4) one (1) year renewals; and

WHEREAS, by Resolution No. 800-2017, adopted on November 28, 2017, the Town Board authorized the Town to enter into the first one (1) year renewal of the Agreement, for the period beginning January 1, 2018 through December 31, 2018, in exchange for up to \$286,763.00 to the Town; and

WHEREAS, by Resolution No. 782-2018, adopted on December 11, 2018, the Town Board authorized the Town to enter into the second one (1) year renewal of the Agreement, for the period beginning on January 1, 2019 through December 31, 2019, in exchange for up to \$342,498.00 to the Town; and

WHEREAS, by Resolution No. 44-2020, adopted on January 7, 2020, the Town Board authorized the Town to enter into the third one (1) year renewal of the Agreement, for the period beginning on January 1, 2020 through December 31, 2020, in exchange for up to \$349,348.00 to the Town; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 4, 2021, recommended that the Town agree to a fourth one (1) year renewal of the Agreement, for the period January 1, 2021 through December 31, 2021, *nunc pro tunc*, in exchange for up to \$349,348.88.00 to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved and the Town is authorized to enter into the fourth one (1) year renewal *nunc pro tunc* from January 1, 2021 through December 31, 2021, for up to \$349,348.00 to the Town; and be it further

RESOLVED, That the Supervisor, or his designee, is hereby authorized to execute said renewal on behalf of the Town with the Nassau County Department of Social Services.

-#-

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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Reviewed By  
Office of Town Attorney  
Elizabeth A. Faughnan

**TOWN OF OYSTER BAY****Inter-Departmental Memo**

June 4, 2021

**TO:** MEMORANDUM DOCKET

**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

**SUBJECT:** NASSAU COUNTY DSS REVENUE AGREEMENT EXTENSION  
JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

---

The Department of Intergovernmental Affairs' Division of Employment and Training receives funding from Nassau County Department of Social Services (NCDSS) to provide employment and Training services to recipients of Temporary Assistance for Needy Families (TANF). Town Board Resolution No. 178-2017 dated April 4, 2017 authorized the Supervisor to execute an agreement with NCDSS for the period May 1, 2017 through December 31, 2017. The agreement was subsequently extended a total of three times. Resolution No. 800-2017 dated November 28, 2017 extended the agreement through December 31 2018, Resolution No. dated 728-2018 extended the agreement through December 31, 2019, and Resolution No. 44-2020 dated January 7 2020 extended the agreement through December 31, 2020. The total amount of the agreement for the period May 1, 2017 through December 31, 2020 was \$1,143,528.00.

The original agreement has one remaining one-year option to renew. The Department has received a notice of grant award, with additional funding of \$349,348.00 for the period ending December 31, 2021, bringing the total amount of the amended agreement to \$1,492,876.

The Department is seeking to extend the current agreement with NCDSS for the period January 1, 2021 through December 31, 2021 for the provision of employment and training services.

Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor to sign the Revenue Agreement. Funds for this purpose will be available in account IGA CD 6293 47850 000 CW 21



Frank V. Sammartano  
Commissioner

#### AMENDMENT NO. IV

This AMENDMENT, dated as of January 1, 2021, (together with the exhibits, schedules, appendices and attachments, hereto, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) the Town of Oyster Bay, a municipal corporation, having its principal office at 977 Hicksville Road, Massapequa, New York, 11758 (the "Contractor").

#### WITNESSETH

WHEREAS, pursuant to County contract number CQSS17000033 between the County and the Contractor, executed on behalf of the County on June 7, 2017, as amended by the amendment executed on behalf of the County on February 26, 2018, as amended by the amendment executed on behalf of the County on March 18, 2019, and as amended by the amendment executed on behalf of the County on January 1, 2020 (collectively, the "Original Agreement"), the Contractor provides employment services for recipients of Temporary Assistance for Needy Families ("TANF"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from May 1, 2017 through December 31, 2020, with one (1) remaining one (1) year option to renew under the same terms and conditions, unless sooner terminated in accordance with the terms of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million One Hundred Forty Three Thousand Five Hundred Twenty Eight and 00/100 Dollars (\$1,143,528.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend and renew the Original Agreement;

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



1. Renewal of Term. The Original Agreement shall be renewed and thereby extended for one (1) year so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2021.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Forty-Nine Thousand Three Hundred Forty-Eight and 00/100 Dollars (\$349,348.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Four Hundred Ninety Two Thousand Eight Hundred Seventy Six and 00/100 Dollars (\$1,492,876.00) (the "Amended Maximum Amount").

3. Budget. The line-item budget referred to in Section 4(F) of the Original Agreement, is amended to appear in its entirety as set forth in Amended "Exhibit A" for the payment of Services performed during the renewal term authorized under this Amendment, attached hereto (such amended budget, the "Amended Budget"), which may be amended or modified from time to time within the maximum dollar authorization upon request of the Contractor, subject, however, to prior approval of the Department.

4. Payment. Section 4. Payment. Subsection (A)(1) through (3) of the Original Agreement is hereby amended with respect to the Services and payment to be provided under this Amendment as follows:

4(A)(1) Provided the Contractor performs all the terms and condition of this Amended Agreement, the County agrees to pay and the Contractor agrees to accept a maximum sum not to exceed Three Hundred Forty Nine Thousand Three Hundred Forty-Eight and 00/100 Dollars (\$349,348.00) in accordance with the Amended Budget attached hereto as Amended "Exhibit A."

4(A)(2) For all the Contractor's actual costs for Educational activities, Job Skills Training, Job Readiness Training and OJT services, the County agrees to pay and the Contractor agrees to accept a maximum sum not to exceed Zero and 00/100 Dollars (\$0.00).

4(A)(3) A combination of cost-based reimbursement not to exceed Three Hundred Forty Nine Thousand Three Hundred Forty-Eight and 00/100 Dollars (\$349,348.00) and performance-based reimbursement not to exceed Zero and 00/100 Dollars (\$0.00) will be used to pay the Contractor.

(a) **Cost-Based Reimbursement.** The cost-based reimbursement will be paid in arrears on a monthly basis in accordance with Amended Exhibit A.

(b) **Performance-Based Reimbursement.** The performance component of the Contractor's Services shall be billed separately from the cost-based reimbursement. Performance-based reimbursement will be paid on a monthly basis over the term of this Amended Agreement.

**(i) Performance Payment Schedules:**

Payments for each milestone are as follows:

(aa) Two Hundred Dollars (\$200) for each client with fully countable activities

(bb) Fifty Dollars (\$50) for each assessment completed within Fifteen (15) Days for clients who are Non-Exempt from employment activities;

(cc) One Hundred Dollars (\$100) for each assessment completed with a client that is exempt from employment activities.

**(ii) Performance Claiming Procedures:**

Each month the Contractor shall submit to the Department a summary, using the Monthly Employment Vendor Report that will be constructed for this purpose, which will include the number of clients meeting the criteria for each milestone. The Contractor will provide the supporting documentation as specified in the payment policy section of each milestone with the summary.

(c) The Contractor shall generate and submit the NYS COGNOS report entitled Federal All Families Detail Listing- Countable Cases through the NYS COGNOS System and Welfare-To-Work Caseload Management System reports (or other report as may be designated by OTDA) as well as other documentation required to substantiate or verify claims for performance based reimbursement as determined by the Department. These reports and documents are to be submitted with the Contractor's claim for performance based reimbursement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.



[Remainder of Page Intentionally Left Blank.]

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

TOWN OF OYSTER BAY

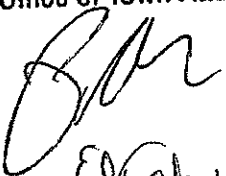
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed By  
Office of Town Attorney

  
Elizabeth A. Faughman

NASSAU COUNTY

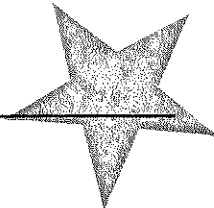
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_



PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation 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

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, by Resolution No. 178-2017, adopted on April 4, 2017, the Town Board authorized the Town to enter into an agreement with the County of Nassau, whereby the Town agreed to serve as a vendor to the County of Nassau in the administration of the Temporary Assistance for Needy Families (TANF) and Safety Net Assistance programs, for the period of May 1, 2017 through December 31, 2017, in exchange for up to \$164,919.00 to the Town and the Agreement provided for four (4) one-year renewals; and

WHEREAS, by Resolution No. 800-2017, adopted on November 28, 2017, the Town Board authorized the Town to enter into the first one-year renewal of the Agreement, for the period beginning January 1, 2018 through December 31, 2018, in exchange for up to \$286,763.00 to the Town; and

WHEREAS, by Resolution No. 782-2018, adopted on December 11, 2018, the Town Board authorized the Town to enter into the second one-year renewal of the Agreement, for the period beginning on January 1, 2019 through December 31, 2019, in exchange for up to \$342,498.00 to the Town; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memoranda dated December 20, 2019 and December 27, 2019, recommended that the Town agree to a third one-year renewal of the Agreement, for the period January 1, 2020 through December 31, 2020, in exchange for up to \$349,348.88.00 to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved and the Town is authorized to enter into the third one-year renewal *nunc pro tunc* from January 1, 2020 through December 31, 2020, for up to \$349,348.00 to the Town; and be it further

RESOLVED, That the Supervisor, or his designee, is hereby authorized to execute said renewal on behalf of the Town with the Nassau County Department of Social Services.

#

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      | Absent |
| Councilman Labriola  | Aye    |
| Councilwoman Maier   | Aye    |
| Councilwoman Walsh   | Aye    |

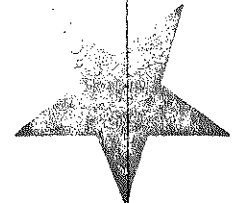
WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memoranda dated March 21, 2017 and March 27, 2017, recommended that the Supervisor be authorized to enter into an Agreement with the County of Nassau, in which the Town would serve as a vendor to the County of Nassau in the administration of the Temporary Assistance for Needy Families and Safety Net Assistance programs. Temporary Assistance for Needy Families is a Federal program established under the Personal Responsibility and Work Responsibility Reconciliation Act of 1996, providing income support for eligible families, within the broader context to move families from dependency to economic self-sufficiency. Safety Net Assistance is a program for recipients of Temporary Assistance for Needy Families who have reached the sixty (60) month eligibility limit under the Temporary Assistance for Needy Families program. Recipients of both the Temporary Assistance for Needy Families and Safety Net Assistance programs are required to adopt an Individual Employment Plan and maintain adherence to this Plan in order to remain eligible for benefits under the programs.

NOW, THEREFORE, BE IT RESOLVED, That the recommendations for the Town to serve as a vendor to the County of Nassau, for the Town to accept a caseload of approximately 200 Temporary Assistance for Needy Families and Safety Net Assistance recipients and work with them in the development of and adherence to their Individual Employment Plans, in return for up to \$164,919.00 for the period of May 1, 2017 through December 31, 2017 are hereby accepted and approved; and be it further

RESOLVED, That the Town's Department of Intergovernmental Affairs, Division of Employment and Training shall conduct individual assessments with Temporary Assistance for Needy Families and Safety Net Assistance recipients, develop Individual Employment Plans, provide job search assistance, make referrals to supportive services and arrange for the recipients' participation in activities required to maintain Temporary Assistance for Needy Families and Safety Net Assistance eligibility. The Department of Intergovernmental Affairs, Division of Employment and Training will also be responsible for tracking activities participated in by recipients, and reporting results to the County in order for the County to determine continued eligibility of those recipient's benefits under the Temporary Assistance for Needy Families and Safety Net Assistance programs; and be it further

RESOLVED, That Joseph S. Saladino, Town Supervisor of the Town of Oyster Bay, is hereby authorized to execute a contract agreement on behalf of the Town with the Nassau County Department of Social Services for the period of May 1, 2017 through December 31, 2017, for the purposes as set forth hereinabove.

-#-



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

|                        |        |
|------------------------|--------|
| Supervisor Saladino    | Aye    |
| Councilman Muscarella  | Aye    |
| Councilman Macagnone   | Absent |
| Councilman Coschignano | Aye    |
| Councilwoman Alesia    | Aye    |
| Councilwoman Johnson   | Aye    |
| Councilman Imbroto     | Aye    |

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Intergovernmental Affairs

Reviewed By  
Office of Town Attorney

Reviewed By  
Office of Town Attorney

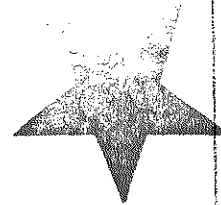
WHEREAS, by Resolution No. 178-2017, adopted on April 4, 2017, the Town Board authorized the Town to enter into an agreement with the County of Nassau, in which the Town agreed to serve as a vendor to the County of Nassau in the administration of the Temporary Assistance for Needy Families (TANF) and Safety Net Assistance programs, for the period of May 1, 2017 through December 31, 2017 and the Agreement allowed for up to four (4) one (1) year renewals; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated November 27, 2017, recommended that the Town agree to the first one (1) year renewal of the Agreement, for the period January 1, 2018 through December 31, 2018, for a fee of \$286,763.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved and the Town is authorized to enter into the first one (1) year renewal for the period of January 1, 2018 through December 31, 2018, for \$286,763.00; and be it further

RESOLVED, That the Supervisor is hereby authorized to execute said renewal on behalf of the Town with the Nassau County Department of Social Services.

-#-



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

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

cc: Supervisor  
Town Attorney  
Comptroller (2)  
Intergovernmental Affairs



WHEREAS, by Resolution No. 178-2017, adopted on April 4, 2017, the Town Board authorized the Town to enter into an agreement with the County of Nassau, whereby the Town agreed to serve as a vendor to the County of Nassau in the administration of the Temporary Assistance for Needy Families (TANF) and Safety Net Assistance programs, for the period of May 1, 2017 through December 31, 2017, and the Agreement provided for four (4) one (1) year renewals; and

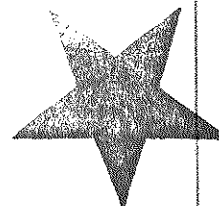
WHEREAS, by Resolution No. 800-2017, adopted on November 28, 2017, the Town Board authorized the Town to enter into the first one (1) year renewal of the Agreement, for the period January 1, 2018 through December 31, 2018, for a fee of \$286,763.00; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated November 16, 2018, recommended that the Town agree to a second one (1) year renewal of the Agreement, for the period January 1, 2019 through December 31, 2019, for a fee of \$342,498.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved and the Town is authorized to enter into the second one (1) year renewal for the period of January 1, 2019 through December 31, 2019, for \$342,498.00; and be it further

RESOLVED, That the Supervisor or his designee is hereby authorized to execute said renewal on behalf of the Town with the Nassau County Department of Social Services.

#



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

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

cc: Supervisor  
Town Attorney  
Comptroller  
Intergovernmental Affairs

Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated June 1, 2021, recommended that the Town Board authorize payment of a refund in the amount of \$270.00 to Clifford Rosenberg, 207 Willets Lane, Jericho, New York, 11753, for fee paid for the issuance of Building Permit Number R21001736, dated April 19, 2021, to maintain an air conditioning unit, however, the Building Permit fee to install a new air conditioner unit should have been \$135.00;

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 \$270.00, to Clifford Rosenberg, 207 Willets Lane 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. PAD B 0001 02555 000 0000.

-#-

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

|                      |        |
|----------------------|--------|
| Supervisor Saladino  | Aye    |
| Councilwoman Johnson | Aye    |
| Councilman Imbroto   | Aye    |
| Councilman Hand      | Aye    |
| Councilman Labriola  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

12

359

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

June 1, 2021

**TO:** MEMORANDUM DOCKET  
**FROM:** OFFICE OF THE COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**SUBJECT:** RESIDENT REFUND - CLIFFORD ROSENBERG

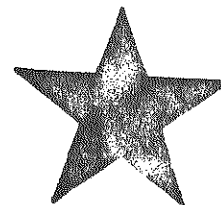
-----

Pursuant to the Code of the Town of Oyster Bay, this Department issued Building Permit Number R21001736, dated April 19, 2021, to maintain an air conditioning unit at 207 Willets Lane, Jericho, N.Y. 11753. The final Building Permit fee charged was \$405.00. As per the land survey by licensed surveyor Leonard J. Strandberg and Associates, dated May 8, 2012, and the inspector's report, dated May 11, 2021, the Building Permit should have been issued for a new air conditioning unit. The Building Permit fee to install a new air conditioning unit should have been \$135.00.

Therefore, in light of the aforementioned facts, a two hundred seventy dollar (\$270.00) refund for the issuance of Building Permit Number R21001736 should be refunded to Mr. Clifford Rosenberg, 207 Willets Lane, Jericho, New York 11753 under account number PAD B 0001 02555 000 0000.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:km



KM

1) Verify  
2) Process

**Clifford Rosenberg**

207 Willets LN  
Jericho, NY, 11753  
516 491 5282  
Cliff714@yahoo.com

27th April 2021

**TIMOTHY R. ZIKE (Deputy Commissioner)**

DEPARTMENT OF PLANNING AND DEVELOPMENT  
74 AUDREY AVENUE,  
OYSTER BAY, NY 11771

Dear Mr Zike,

I am writing to you to ask for a refund for an overpayment of permit  
R21001736 to install a new central A/C in my home.

This is a first time installment as the home has never had central A/C since it  
was built in the 50's.

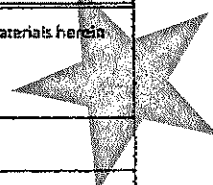
For some reason the clerk thought and charged me for a permit to maintain  
and not install a new A/C. I had included a blank check with the application  
and the check was cashed for \$405 instead of the proper amount of \$135.  
(Cashed checks and documentation is included)

I would appreciate you taking care of this matter and send us a check for  
\$270.

Thank you for your kind attention.

Sincerely,

Cliff Rosenberg



# Building Permit

R21001736

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



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

| School District | Section/Block/Lot | Zone  | Application No. | ZBA Number | ZBA Date | Receipt No. |
|-----------------|-------------------|-------|-----------------|------------|----------|-------------|
| Jericho         | 11-357-6          | R1-10 | 21040316        |            |          | 01000472325 |

|                |   |             |   |
|----------------|---|-------------|---|
| Permittee      | CLIFFORD ROSENBERG<br>207 WILLETS LN.<br>JERICO NY 11753  | Contractor  | MAINTAIN  |
| Property Owner | CLIFFORD ROSENBERG<br>207 WILLETS LN.<br>JERICO, NY 11753 | Plumber     |   |
|                |   | Electrician | ANYTHING ELECTRIC AND CONTRACTING I<br>124 SULLIVAN AVENUE FARMINGDALE NY 11735<br>(631) 433-8602 |

## Address of Actual Construction

|                              |                                    |
|------------------------------|------------------------------------|
| 207 WILLETS LN<br>JERICO, NY | Tenant                             |
| Permission Granted for the   | Estimated Cost of Construction \$0 |

MAINTENANCE OF ONE A.C. CONDENSOR AS PER CODE.

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

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

| Located On   | Side Of       | Feet   | Of          | Post Office |
|--|---------------|--|-------------|-------------|
|  |               |  |             | JERICO      |
| DESCRIPTION  | FEE           | PAID   | BALANCE     |             |
| BLDG   | 300.00        | 300.00   | 0.00        |             |
| PG   | 105.00        | 105.00   | 0.00        |             |
| <b>TAX FEE TOTALS TAX</b>  | <b>405.00</b> | <b>405.00</b>  | <b>0.00</b> |             |
| <b>TOTAL PAID AFTER APPLICATION FEE APPLIED</b>  |               | <b>\$405.00</b>  |             |             |
| Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspection. |               | Changes regardless of size from the stamped approval plan must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times. |             |             |

### INSPECTIONS

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

#### BUILDING INSPECTIONS:

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

#### PLUMBING INSPECTIONS

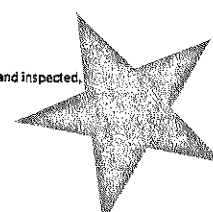
- \*Underground plumbing - before backfilling.
- \*Rough plumbing - before closed up and ready for test.
- \*Final inspection when all fixtures are set.
- \*Sewer connection - spur tie-in.
- \*Sanitary systems. (Excavation/Construction).
- \*Installation or replacement of burners. (oil, gas, electric).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

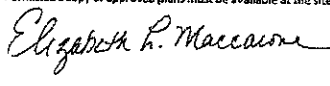

#### DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

#### ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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



|   |            |   |
|---|------------|---|
| Date Issued:  | 04/19/2021 | Work Must Start By:   |
| CO must be issued by 04/20/2022 or permit will expire unless renewed prior to expiration. |            |   |
| Permittee's copy of approved plans must be available at the site for all inspections      |            |   |
|        |            |  |
| Commissioner, Department of Planning and Development                                      |            |   |

# Building Permit

R21001736

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



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

School District: Jericho Section/Block/Lot: 11-357-6 Zone: R1-10 Application No: 21040315 ZBA Number: ZBA Date: Receipt No: 01000472325

|                |  |             |   |
|----------------|--|-------------|---|
| Permittee      | CUFFORD ROSENBERG<br>207 WILLETS LN.<br>JERICHO NY 11753   | Contractor  | MAINTAIN  |
| Property Owner | CLIFFORD ROSENBERG<br>207 WILLETS LN.<br>JERICHO, NY 11753 | Plumber     |   |
|                |  | Electrician | ANYTHING ELECTRIC AND CONTRACTING I<br>124 SULLIVAN AVENUE FARMINGDALE NY 11735<br>(631) 433-8602 |

## Address of Actual Construction

|                               |                                    |
|-------------------------------|------------------------------------|
| 207 WILLETS LN<br>JERICHO, NY | Tenant                             |
| Permission Granted for the    | Estimated Cost of Construction \$0 |

INSTALLATION OF ONE A.C. CONDENSOR AS PER CODE.

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

A Certificate from an approved Electrical Inspector must be placed on file prior to issuance of a Certificate of Occupancy/Approval/Completion.

| Located On  | Side Of       | Feet            | Of            | Post Office |
|---|---------------|-----------------|---------------|-------------|
|   |               |                 |               | JERICHO     |
| DESCRIPTION   | FEE           | PAID            | BALANCE       |             |
| BDD   | 300.00        | 300.00          | 200.00        |             |
| CC  | 35.00         | 105.00          | 270.00        |             |
| <b>** FEE TOTALS **</b>   | <b>335.00</b> | <b>405.00</b>   | <b>270.00</b> |             |
| <b>TOTAL PAID AFTER APPLICATION FEE APPLIED</b>   |               | <b>\$435.00</b> |               |             |
| <p>Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.</p> <p>Changes regardless of size from the stamped approved plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.</p> |               |                 |               |             |

### INSPECTIONS

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

#### BUILDING INSPECTIONS:

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

#### PLUMBING INSPECTIONS

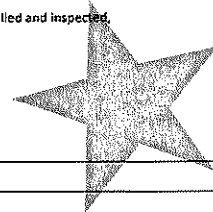
- \*Underground plumbing - before backfilling.
- \*Rough plumbing - before closed up and ready for test.
- \*Final inspection when all fixtures are set.
- \*Sewer connection - spur tie-in.
- \*Sanitary systems. (Excavation/Construction).
- \*Installation or replacement of burners. (oil, gas, electric).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

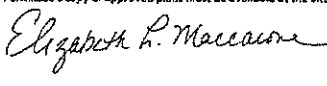
#### DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

#### ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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



|   |            |                     |
|---|------------|---------------------|
| Date Issued:  | 04/19/2021 | Work Must Start By: |
| CO must be issued by 04/20/2022 or permit will expire unless renewed prior to expiration.   |            |                     |
| Permittee's copy of approved plans must be available at the site for all inspections  |            |                     |
| <br>Commissioner, Department of Planning and Development |            |                     |

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

Timothy R. Zike, Deputy Commissioner

THIS IS A COPY. THE ORIGINAL IS ON FILE IN THE BUILDING DIVISION.



## TOWN OF OYSTER BAY

2 ITEMS OF 2

PERMIT RECEIPT

OPERATOR: sgerber  
COPY # : 1Sec:11 Twp:Oyster B Rng: Sub: Blk:357 Lot:6  
SBL : 11-357-6DATE ISSUED.....: 04/19/2021  
RECEIPT #.....: 01000472325  
REFERENCE ID # ....: 21040316SITE ADDRESS .....: 207 WILLETS LN  
SUBDIVISION .....:  
CITY .....: JERICO  
IMPACT AREA .....OWNER .....: CLIFFORD ROSENBERG  
ADDRESS .....: 207 WILLETS LN.  
CITY/STATE/ZIP ....: JERICO, NY 11753RECEIVED FROM .....: CLIFFORD ROSENBERG  
CONTRACTOR .....: MAINTAIN LIC # MAINTAIN  
COMPANY .....: MAINTAIN  
ADDRESS .....:  
CITY/STATE/ZIP .....: ,  
TELEPHONE .....

| FEE ID            | UNIT     | QUANTITY | AMOUNT           | PD-TO-DT | THIS REC | NEW BAL |
|-------------------|----------|----------|------------------|----------|----------|---------|
| B-A/C RES         | PER UNIT | 1.00     | 300.00           | 0.00     | 300.00   | 0.00    |
| B-CC              |          | 1.00     | 105.00           | 0.00     | 105.00   | 0.00    |
| TOTAL PERMIT :    |          |          | 405.00           | 0.00     | 405.00   | 0.00    |
| METHOD OF PAYMENT |          | AMOUNT   | REFERENCE NUMBER |          |          |         |
| CHECK             |          | 405.00   | 938              |          |          |         |
| TOTAL RECEIPT :   |          | 405.00   |                  |          |          |         |



Front

CLIFFORD T ROSENBERG 21040316 1-100/210 938  
 T HW  
 DATE 4/13/21  
 PAY TO Town of Oyster Bay \$405 ~~00~~  
 FOR ORDER OF four hundred five  
 HSBC  
 Premier  
 MEMO A/C 4915282  
 0938

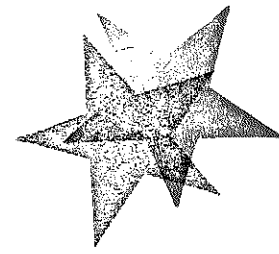


Back

For Deposit Only  
Town of Oyster Bay

DEPOSIT ONLY  
NON INTEREST BEARING ACCOUNT

CAPITAL ONE, NA  
RICHMOND, VA 140 21  
Deposit



WHEREAS, by Resolution No. 247-2019, adopted on April 16, 2019, the Town Board authorized the Department of Public Works to enter into an agreement with L. K. Maclean Associates, P.C. Box 437, South Country Road, Brookville, New York, to provide engineering services in connection with Contract No. H19-196-PH2, Highway Improvements to Hicks Avenue Area, Syosset; and

WHEREAS, Gilbert Anderson, P.E., Senior Partner, L. K. Maclean Associates, P.C., by letter dated May 19, 2021, described the scope of work to be performed under Contract No. H19-196-PH2, which includes Phase 2 of the Hicks Avenue Area project, in an amount not to exceed \$85,876.06; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated June 4, 2021 requested Town Board authorization for L. K. Maclean Associates, P.C. to perform the aforesaid engineering services under Contract No. H19-196-PH2, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$85,876.06 for this purpose; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that funds in the amount of \$85,876.06 to satisfy said engineering costs are available in Account No. HWY H 5197 20000 000 2003 008,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and L. K. Maclean Associates, P.C., is hereby authorized to perform the aforementioned engineering services in connection with Contract No. H19-196-PH2, Highway Improvements to Hicks Avenue Area, Syosset, in an amount not to exceed \$85,876.06; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account HWY H 5197 20000 000 2003 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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Reviewed By  
Office of Town Attorney  
*Paul J. Healy*

**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: AWARD OF ENGINEERING SERVICES  
HIGHWAY IMPROVEMENTS TO THE HICKS AVENUE AREA, SYOSSET  
CONTRACT NO. H19-196-PH2  
ACCOUNT NO. HWY H 5197 20000 000 2003 008  
PROJECT I.D. 2003 HWYDB-08

---


The Department of Public Works had previously procured L.K. McLean Associates, P.C. through a Request for Proposals process to perform preliminary engineering services relative to Highway Improvements to the Hicks Avenue Area, Syosset by Resolution 247-2019, 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 \$85,876.05 to proceed with the work, as outlined in the attached letter from L.K. McLean Associates, P.C., dated May 19, 2021. The firm of L.K. McLean Associates, P.C. 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 2003 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 the Town Board authorize, by resolution, L.K. McLean Associates, P.C., to perform the design phase relative to Contract H19-196 Phase 2, and the office of the Comptroller hereby encumber said funds.

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



RWL/JCT/UR/SC/nm

**Attachments**

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

H19-196 DOCKET – LKML PHASE 2 DESIGN FEE

Meeting of April 16, 2019

Resolution No. 247-2019

Reviewed By  
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated April 1, 2019, advised that a request for proposal (RFP) was issued to seven (7) firms and notice of the RFP was placed on the Town of Oyster Bay website, to procure engineering services relative to road improvements to the Hicks Avenue Area, Syosset, Contract No. H19-196, and the Division of Engineering received nine (9) responses; and

WHEREAS, following a review and evaluation of said nine (9) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize L.K. McLean Associates, P.C., 437 South Country Road, Brookhaven, New York 11719, to first complete a preliminary design report for the project area for which it will perform surveying, site investigation, preliminary design, project phasing, and cost estimating, for a total fee of \$162,341.52, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, Gilbert A. Anderson, P.E., Senior Project Director, L.K. McLean Associates, P.C., by letter dated March 22, 2019, requested the use of Universal Testing and Inspection Services, Inc., as sub-consultant, for geotechnical investigation services; and

WHEREAS, the requested services to be provided by L.K. McLean Associates P.C., including the use of the above sub-consultant, are to be for a total amount not to exceed \$162,341.52, with funds for said payment available from Account No. HWY H5197 20000 000 1903 008,

RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that L.K. McLean Associates, P.C., Inc., is hereby authorized to provide the above-referenced engineering services relative to road improvements to the Hicks Avenue Area, Syosset, Contract No. H19-196, and to use Universal Testing and Inspection Services, Inc., as a sub-consultant for geotechnical investigation services, in a total amount not to exceed \$162,341.52, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

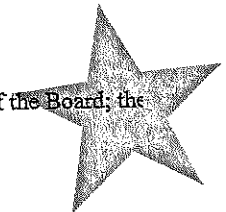
RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H5197 20000 000 1903 008.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller  
Public Works





***L. K. McLean Associates, P.C.***

❖ 437 South Country Road • Brookhaven • New York • 11719  
❖ 25 Newbridge Road • Suite 304 • Hicksville • New York • 11801

(631) 286-8668 • FAX (631) 286-6314  
<https://www.lkma.com>

RAYMOND G. DIBIASE, P.E., PTOE, PTP, PRESIDENT and CEO  
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT  
JAMES L. DeKONING, P.E., VICE PRESIDENT

Associates

CHRISTOPHER F. DWYER  
STEVEN W. EISENBERG, P.E.  
ANDREW B. SPEISER  
MATTHEW C. JEDLIKA, LEED AP  
KEITH J. MASSERIA, P.E.  
VINCENT A. CORRADO, P.E.  
TAMARA L. STILLMAN, P.L.S.

May 19, 2021

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

Attn.: Sunita Chakraborti, Project Manager

Re: **Engineering Services for Design and Construction Services for Phase II of  
Reconstruction of the Hicks Avenue Area, Syosset, New York, TOB Contract No.  
H19-196PH2, LKMA Project 19067**

Madam:

Please allow this letter to serve as our proposal for Professional Engineering Design Services in conjunction with the referenced project involving Road Improvements to the Hicks Avenue Area, Phase 2, situated in Syosset, NY. LKMA's engineering services will provide for development of Detailed Plans, Specifications and Construction Documents for roadway reconstruction within the second phase of this project.



The overall objective of this project is to provide the residents of the Hicks Avenue Area in Syosset (approximately 4.5 miles in total length) with reconstructed roads, concrete curbs, driveway aprons, sidewalk intersection access ramps and upgraded storm drainage facilities, where needed. Construction documentation will be developed so as to insure that the work to be performed will be constructed with the intent of minimizing disruption to the traveling public and owners of the abutting properties to the fullest extent possible.

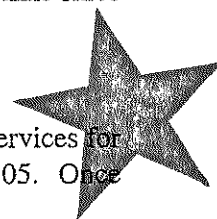
Attached is a sketch showing the overall project as well as the proposed phasing at this time. Phase II of the project will include the following roads:

- Underhill Avenue (from Center Gate to Hicks Avenue)
- Center Gate
- Williams Avenue
- Baird Court
- Hicks Avenue
- Barston Street
- Jeffrey Court
- Jean Place
- Rita Street
- Dorothy Street

Under the initial phase of work, topographic survey of the entire area was completed in 2019. Additionally, the Technical Design Report (TDR) was also completed identifying the most cost effective pavement treatment; proposed road section to be provided; as well as needed drainage system upgrades and extensions. Under the TDR, as part of the Condition Assessment and Evaluation, the sidewalks and accessibility ramps throughout the project area were evaluated for conformance with Disabilities Act as well as the Proposed Guidelines for Pedestrian Facilities within Public Right-Of-Way (PROWAG).

Based on the above scope, LKMA estimates that approximately 620 mon-hours of Engineering Design Services in order to develop and prepare the Detailed Plans, Specifications, and Construction Documents for Phase II of roadway reconstruction for this project. Because of the time that has gone by since the initial survey, we are also proposing minimal additional survey hours to obtain any relevant data on items within the work area that have changed over time since the initial survey.

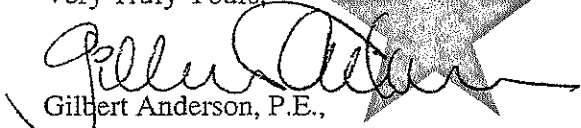
Therefore, we respectfully request authorization to proceed with Engineering Design Services for Phase II of the Hicks Avenue Area Reconstruction Project in the amount of \$85,876.05. Once authorization to proceed is received, we will begin work immediately.





Thank you again for this opportunity. We look forward to working with the Town of Oyster Bay Department of Public Works on this important project. Please contact the undersigned if you have any questions or comments on these matters at (631) 286-8668, ext. 268.

Very Truly Yours,

  
Gilbert Anderson, P.E.,  
Senior Project Director

- c. John C. Tassone, Deputy Commissioner, TOBDPW  
Raymond DiBiase, PE, President/CEO, LKMA  
Robert Steele, PE, Executive Vice President, LKMA

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, pursuant to an Order of the Court dated March 26, 2021, to demolish the house located at 153 So. Ocean Avenue, Massapequa, New York 11758, also known as Section 65, Block 37, Lots 45 to 47 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 June 8, 2021, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of demolishing the aforementioned premises on April 19, 2021, in the total amount of \$50,513.11, 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 June 8, 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 \$50,513.11 may be assessed by the Legislature of the County of Nassau against the parcel known as 153 So. Ocean Avenue, Massapequa, New York 11758, also known as Section 65, Block 37, Lots 45 to 47 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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Reviewed By  
Office of Town Attorney

Ralph P. Healey

3601

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 8, 2021

SUBJECT: Property Cleanup Assessment  
153 So. Ocean Avenue, Massapequa, New York 11758  
Section 65, Block 37, Lots 45 to 47

---

By the emergency powers granted to the Department of Planning and Development, the Highway Department was directed to demolish the premises, located at the abovementioned property, pursuant to an Order of the Court dated March 26, 2021. The Highway Department has, by memorandum dated May 10, 2021, advised that the property was demolished by a crew from the Highway Department on April 19, 2021. The costs incurred by the Town of Oyster Bay were \$41,187.29, \$8,077.82 (legal fees), and \$1,248.00 (structural inspection), for a Total of \$50,513.11.

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.

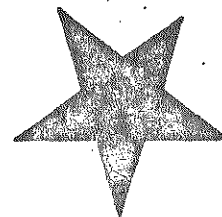
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

S:\Attys\RPH\Cleanup MD&Resc\MD 153 S Ocean Ave Demolition 6.8.2021



Short Form Order/Judgment

NEW YORK SUPREME COURT - NASSAU COUNTY

Present: Honorable DICCIA T. PINEDA-KIRWAN  
Justice

IA PART 27

-----X  
In the Matter of the Application of THE TOWN  
OF OYSTER BAY,

Petitioner(s),

Index No.: 610880/20  
Motion Date: 3/25/21  
Seq. No.: 3  
Teams: 3:30 P.M.

-against-

SOUTH ST. MARKS CORP.,

Respondent(s).

For an Order Pursuant to Chapters 96 and 135  
of the Town Code of the Town of Oyster Bay  
sounding in Declaratory and Injunctive Relief.  
-----X

The following numbered papers read on this motion by petitioner for a declaration that a certain structure is  
a nuisance, and directing the structure be demolished and removed.

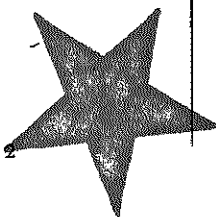
PAPERS

NUMBERED

Notice of Motion-Affidavits-Exhibits..... EF 31 - 49

Upon the foregoing cited papers, and after Microsoft Teams conference, it is  
ordered that the petition for an Order pursuant to Oyster Bay Town Code §96-16 declaring  
the structure on the property located at 153 Ocean Avenue, Massapequa, New York to be  
a nuisance and pursuant to Oyster Bay Town Code §96-16 directing the structure on the  
property located at 153 Ocean Avenue, Massapequa, New York (the Premises) be  
demolished, taken down and removed, is determined as hereinafter provided:

This proceeding was initially brought by order to show cause and petition  
seeking, among other things, a search warrant to conduct a survey of the Premises pursuant  
to Section 2 of Chapter 96 of the Oyster Bay Town Code, to determine if the Premises was  
a public nuisance and should be demolished.



By order dated November 24, 2020, petitioner's application was granted to the extent of allowing petitioner to conduct a survey. The survey was conducted on December 10, 2020, by a registered architect, who noted numerous building code violations and dangerous conditions, and recommended that the Premises be demolished in accordance with Oyster Bay Town Code § 96-16.

Based upon the foregoing, it is

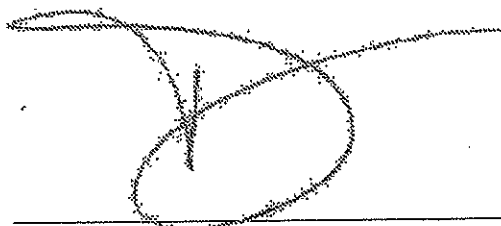
**ORDERED**, that the petition is granted; and it is further

**ORDERED**, that the structure on the property located at 153 Ocean Avenue, Massapequa, New York is declared a nuisance pursuant to Oyster Bay Town Code §96-16; and it is further

**ORDERED**, that the structure on the property located at 153 Ocean Avenue, Massapequa, New York be demolished, taken down and removed.

This constitutes the order and judgment of the Court.

Date: March 26, 2021

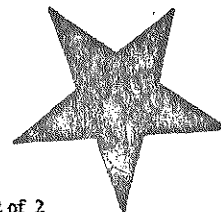


DICCIA T. PINEDA-KIRWAN, J.S.C.

**ENTERED**

**Apr 01 2021**

NASSAU COUNTY  
COUNTY CLERK'S OFFICE



THIS INDENTURE, made on 12 th day of June, Two Thousand Eighteen  
BETWEEN

party of the first part, and South

St. Marks Corp., having offices at 1123 Harrison Street, Baltimore, MD  
11710

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) -----  
----- dollars,

lawful money of the United States, and other valuable consideration paid

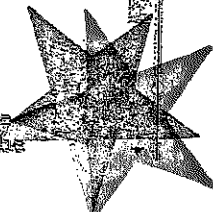
by the party of the second part, does hereby grant and release unto the party of the first part, the heirs or successors

and assigns of the party of the second part forever,

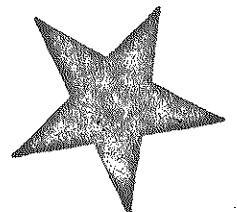
All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and  
being in the

SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF (the  
"Premises")

REVERSIONARY RIGHT AND RESTRICTION RUNNING WITH THE LAND. Grantee or  
Grantee's  
heirs, distributees, legal representatives, successors and assigns  
collectively, the "Owner" shall obtain a duly issued final certificate  
of occupancy, or a duly issued certificate of completion, as applicable,  
from the local building department with jurisdiction covering the  
alterations and/or building (s), as applicable and all other  
improvements located on the Premises authorizing their use as a  
residential dwelling (the "Final Certificate of Occupancy") within one  
(1) year from the date of closing, indicating that all redevelopment of  
the premises is consistent with local use and zoning regulations and  
floodplain development and design requirements set forth in the New York  
State Building Code and any local codes. Within fifteen (15) days of  
the Owner's receipt of the Final Certificate of Occupancy, the Owner  
must submit the Final Certificate of Occupancy to the Grantor for the  
Grantor's approval in order to release the Grantor's reversionary  
interest in the Premises. Owner further acknowledges that failure to  
obtain and present Grantor with a Final Certificate of Occupancy that is  
satisfactory to Grantor within one (1) year of the date of closing will  
result in the automatic reversion of the Premises to the Grantor. If at  
the time of the automatic reversion there are liens and/or encumbrances  
on the Premises, the Owner will be responsible for satisfying and  
extinguishing such liens and encumbrances. If Owner has not satisfied  
and extinguished the liens and encumbrances at the time of automatic  
reversion, Owner shall indemnify and defend Grantor against any costs,  
claims and expenses, including reasonable attorney's fees, arising out  
of Owner's failure to satisfy and/or extinguish such liens and  
encumbrances. The Grantor reserves the right, at its sole discretion,  
to grant the Owner additional time to meet the condition or release the  
Grantor's reversionary interest upon written request by the Owner to the



encumbrances. The Grantor reserves the right, at its sole discretion, to grant the Owner additional time to meet the condition or release the Grantor's reversionary interest upon written request by the Owner to the Grantor within one (1) year of the date of closing ("Request for Extension"), showing Owner's good faith efforts to satisfy the condition. If the Premises is non-conforming and therefore require a variance in order to obtain a Final Certificate of Occupancy, upon Owner's submission to Grantor of a variance application for the Premises that has been approved by the applicable municipality, Owner's time to obtain a Final Certificate of Occupancy will be two (2) years from the date of closing. An Owner wishing to combine a purchased Premises with an adjacently owned property may submit a written request to the Grantor to waive this restriction once the purchased Premises and the adjacent property have been merged. Such a request must include documentation filed with the relevant clerk's office that the plots have been merged prior to the request for waiver. Grantor may conduct biannual monitoring on the progress of the redevelopment of the premises and Owner shall cooperate with the Grantor and Grantor's agents and provide Grantor with such information and documentation as may be reasonably requested by Grantor in connection with the redevelopment of the Premises. Owner appoints and delegates Grantor to review the construction progress. Upon Owner's satisfaction of the above-referenced requirements, the Grantor's reversionary interest will be released and full title will vest in the Owner. The Final Certificate of Occupancy or any Request for Extension must be set to acquisitionauctionsastormrecovery.ny.gov or to Housing Trust Fund Corporation, Attn: New York Rising Acquisition Auction Monitoring and Compliance, 500 Bi-County Boulevard, Suite 118, Farmingdale, NY 11735 or to 25 Beaver Street, 5th Floor, New York, NY 10004 or such other address as Grantor may designate upon notice to Owner.



2021- AL

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

May 10, 2021

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** 153 SO. OCEAN AVENUE, MASSAPEQUA  
HOUSE DEMO.

---

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 \$41,187.29.

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

HOUSE DEMO. 153 SO. OCEAN AVENUE, MASSAPEQUA TO P & D







## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (65-37-45) 153 SO OCEAN AVE MASSAPEQUA 11758

Date Apr 19, 2021

Work Order # 82627

### Labor Costs

| Employee's Name    |                     | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|--------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| PETER BROWN        | General Maintenance | 12:00              | \$47.97      | 00:00          | 0             | \$575.64  |
| MICHAEL R GIORDANO | General Maintenance | 17:00              | \$32.05      | 00:00          | 0             | \$544.85  |
| PETER LLOYD        | General Maintenance | 17:00              | \$45.82      | 00:00          | 0             | \$778.94  |
| JAMES CHADWICK, II | General Maintenance | 17:00              | \$47.52      | 00:00          | 0             | \$807.84  |
| GIACOMO GRANDINE   | General Maintenance | 17:00              | \$56.01      | 00:00          | 0             | \$952.17  |
| CHRISTOPHER MADDEN | General Maintenance | 12:00              | \$28.21      | 00:00          | 0             | \$338.52  |
| CHRISTOPHER MOORE  | General Maintenance | 08:00              | \$30.10      | 00:00          | 0             | \$240.80  |
| ROBERT PALACIOS    | General Maintenance | 17:00              | \$26.94      | 00:00          | 0             | \$457.98  |
| MICHAEL RICCARDO   | General Maintenance | 17:00              | \$50.05      | 00:00          | 0             | \$850.85  |
| JASON WAHL         | General Maintenance | 17:00              | \$34.84      | 00:00          | 0             | \$592.28  |
| MICHAEL CALAMIA    | General Maintenance | 05:00              | \$28.21      | 00:00          | 0             | \$141.05  |
| JOHN KOZIKOWSKI    | General Maintenance | 05:00              | \$37.65      | 00:00          | 0             | \$188.25  |
| ANTHONY ORLOWSKI   | General Maintenance | 12:00              | \$23.78      | 00:00          | 0             | \$285.36  |
| DANIEL MCQUAID     | General Maintenance | 05:00              | \$20.27      | 00:00          | 0             | \$101.35  |
| JAMES KOZIKOWSKI   | General Maintenance | 17:00              | \$30.69      | 00:00          | 0             | \$521.73  |

Total Labor \$7377.61

### Tools/Vehicle

| Tool/Vehicle | Description                                       | Rate per Hour | Hours | Line Cost |
|--------------|---|---------------|-------|-----------|
| BH013        | BACK HOE 2008 KOMAT 200LC YW                      | \$168.00      | 12:00 | \$2016.00 |
| PU409        | PICK UP 2011 FORD F250 TAN (11 / 007)             | \$79.00       | 12:00 | \$948.00  |
| PU437        | PICK UP 2012 FORD F250 TAN (8 / 008)              | \$79.00       | 12:00 | \$948.00  |
| PU438        | PICK UP 2012 FORD F250 TAN (90)                   | \$79.00       | 12:00 | \$948.00  |
| SK010        | SKID LOADER 2012 TAKEU TL240 GR/WH                | \$26.00       | 12:00 | \$312.00  |
| TD599        | TRUCK DUMP 2006 INTL 7400 YW (T-278) -10 Wheeler  | \$93.00       | 12:00 | \$1116.00 |
| TD686        | TRUCK DUMP 2010 INTER 7400 YW (T-219) -10 Wheeler | \$93.00       | 12:00 | \$1116.00 |
| TD696        | TRUCK DUMP 2011 INTER 7400 YW (T-249) -10 Wheeler | \$93.00       | 08:00 | \$744.00  |
| TD697        | TRUCK DUMP 2011 INTER 7400 YW (T-239) -10 Wheeler | \$93.00       | 12:00 | \$1116.00 |
| TD708        | TRUCK DUMP 2012 INTER 7400 YW (T-259) -10 Wheeler | \$93.00       | 12:00 | \$1116.00 |
| TD746        | 2019 INTERNATIONAL DUMP TRUCK POWER WAGON YW      | \$105.00      | 12:00 | \$1260.00 |
| TD757        | 10 WHEEL DUMP 2020 INTL HV607 YW                  | \$93.00       | 12:00 | \$1116.00 |


|                 |   |          |       |            |
|-----------------|---|----------|-------|------------|
| TH008           | TRACTOR HORSE 2011 INTER 7600 YW (PT-941 / PT941) | \$93.00  | 12:00 | \$1116.00  |
| TR191           | TRAILER 2012 ETNYR 55LTD YW                       | \$105.00 | 12:00 | \$1260.00  |
| TR199           | TRAILER 2014 FELLI FT14E BLACK                    | \$105.00 | 12:00 | \$1260.00  |
| Total Equipment |   |          |       | \$16392.00 |

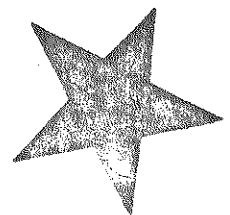
**Materials**

| Material              | Cost Per Unit | Units  | Line Cost  |
|-----------------------|---------------|--------|------------|
| Administrative Fee    | \$750.00      | 1      | \$750.00   |
| Clean Fill (per yd )  | \$15.00       | 240    | \$3600.00  |
| Tipping Fee (per ton) | \$88.92       | 146.96 | \$13067.68 |
| Total Materials       |               |        | \$17417.68 |

**Grand Total \$41187.29**

Description of Work:  
HOUSE DEMO 153 OCEAN AVENUE MS

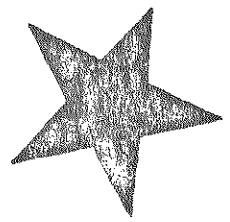
Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: May 5, 2021



| Date      | Received From/Paid To |             |       |   | Chq#<br>Rec# | ALL DATES<br>General |       | Fees    | Inv# |         | Trust Activity |       | Balance |          |   |        |       |
|-----------|-----------------------|-------------|-------|---|--------------|----------------------|-------|---------|------|---------|----------------|-------|---------|----------|---|--------|-------|
|           | Entry #               | Explanation |       |   |              | Rcpts                | Disbs |         | Inv# | Acc     | Rcpts          | Disbs |         |          |   |        |       |
| UNBILLED  |                       |             |       |   |              |                      |       |         |      |         |                |       |         |          |   |        |       |
| IRM TOTAL | CHE                   | +           | RECOV | + | FEES         | =                    | TOTAL | DISBS   | +    | FEES    | +              | TAX   | -       | RECEIPTS | = | A/R    | TRUST |
| PERIOD    | 0.00                  |             | 0.00  |   | 56.25        |                      | 56.25 | 1102.82 |      | 7875.00 |                | 0.00  |         | 8077.82  |   | 900.00 | 0.00  |
| ND DATE   | 0.00                  |             | 0.00  |   | 56.25        |                      | 56.25 | 1102.82 |      | 7875.00 |                | 0.00  |         | 8077.82  |   | 900.00 | 0.00  |
| BILLED    |                       |             |       |   |              |                      |       |         |      |         |                |       |         |          |   |        |       |
| BALANCES  |                       |             |       |   |              |                      |       |         |      |         |                |       |         |          |   |        |       |

EXPORT SELECTIONS - Client Ledger

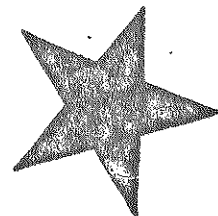
|   |                                       |
|---|---------------------------------------|
| Layout Template                             | Default                               |
| Advanced Search Filter                      | None                                  |
| Requested by                                | Andrew                                |
| Finished                                    | Thursday, May 27, 2021 at 10:57:34 AM |
| Ver   | 14.1 (14.1.20150324)                  |
| Matters                                     | 7094-2005                             |
| Clients                                     | All                                   |
| Major Clients                               | All                                   |
| Client Intro Lawyer                         | All                                   |
| Matter Intro Lawyer                         | All                                   |
| Responsible Lawyer                          | All                                   |
| Assigned Lawyer                             | All                                   |
| Type of Law                                 | All                                   |
| Select From                                 | Active, Inactive, Archived Matters    |
| Matters Sort by                             | Default                               |
| New Page for Each Lawyer                    | No                                    |
| New Page for Each Matter                    | No                                    |
| No Activity Date                            | Dec/31/2199                           |
| Fixm Totals Only                            | No                                    |
| Totals Only                                 | No                                    |
| Entries Shown - Billed Only                 | No                                    |
| Entries Shown - Disbursements               | Yes                                   |
| Entries Shown - Receipts                    | Yes                                   |
| Entries Shown - Time or Fees                | Yes                                   |
| Entries Shown - Trust                       | Yes                                   |
| Incl. Matters with Retainer Bal             | No                                    |
| Incl. Matters with Neg Unbld Disb           | No                                    |
| Trust Account                               | All                                   |
| Working Lawyer                              | All                                   |
| Include Corrected Entries                   | No                                    |
| Show Check # on Paid Payables               | No                                    |
| Show Client Address                         | No                                    |
| Consolidate Payments                        | No                                    |
| Show Trust Summary by Account               | No                                    |
| Show Interest                               | No                                    |
| Interest Up To                              | May/27/2021                           |
| Show Invoices that Payments Were Applied to | No                                    |
| Display Entries in                          | Date Order                            |



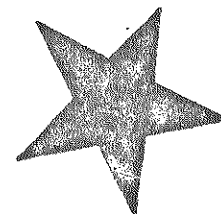
## Client Ledger

## ALL DATES

| 1 From/Paid To<br>on                             | Chq#<br>Rec# | General<br>Rcpts | Disbs | Fees   | b. Inv# | Trust Activity |       |               |
|--|--------------|------------------|-------|--------|---------|----------------|-------|---------------|
|  |              |                  |       |        |         | Acc            | Rcpts | Disbs Balance |
| Day<br>ases-153-Ocean Avenue, Massapequa, New Yo |              |                  |       |        |         |                |       |               |
| er: 93 0.25 Hrs X 225.00                         |              |                  |       |        |         |                |       |               |
| mmunicate(in office) re:                         |              |                  |       |        |         |                |       |               |
| request for title search with                    |              |                  |       | 56.25  | 60682   |                |       |               |
| Kim A.   |              |                  |       |        |         |                |       |               |
| 2020 Lawyer: 93 1.25 Hrs X 225.00                |              |                  |       |        |         |                |       |               |
| 958398 Site inspection                           |              |                  |       | 281.25 | 60682   |                |       |               |
| g 3/2020 Lawyer: 93 0.50 Hrs X 225.00            |              |                  |       |        |         |                |       |               |
| 960773 Receipt and review of title               |              |                  |       | 112.50 | 60682   |                |       |               |
| search; two e-mails with                         |              |                  |       |        |         |                |       |               |
| Ronnie W. re: same                               |              |                  |       |        |         |                |       |               |
| 5/2020 Lawyer: 93 0.50 Hrs X 225.00              |              |                  |       |        |         |                |       |               |
| 960804 Prepare 96-6 notice; telephone            |              |                  |       | 112.50 | 60682   |                |       |               |
| conversation with Frank S. re:                   |              |                  |       |        |         |                |       |               |
| same   |              |                  |       |        |         |                |       |               |
| ug 10/2020 Lawyer: 93 0.25 Hrs X 225.00          |              |                  |       |        |         |                |       |               |
| 960838 Telephone conversation with               |              |                  |       | 56.25  | 60682   |                |       |               |
| Frank S. re: service of 96-6                     |              |                  |       |        |         |                |       |               |
| notice   |              |                  |       |        |         |                |       |               |
| 17/2020 Lawyer: 93 0.25 Hrs X 225.00             |              |                  |       |        |         |                |       |               |
| 960917 Draft/revise litigation status            |              |                  |       | 56.25  | 60682   |                |       |               |
| report to client per request                     |              |                  |       |        |         |                |       |               |
| of Leslie M.                                     |              |                  |       |        |         |                |       |               |
| ug 31/2020 Billing on Invoice 60682              |              |                  |       |        |         |                |       |               |
| 962455 FEES 675.00                               |              |                  | 0.00  |        | 60682   |                |       |               |
| ep 3/2020 Frank Sicilia                          |              |                  |       |        |         |                |       |               |
| 962807 Litigation support vendors                | 35946        |                  | 54.05 |        | 61024   |                |       |               |
| process service August 2020                      |              |                  |       |        |         |                |       |               |
| ep 21/2020 Town of Oyster Bay                    |              |                  |       |        |         |                |       |               |
| 964661 PMT - PMT Inv 60667-83 ck#9433 377039     | 675.00       |                  |       |        |         |                |       |               |
| ep 28/2020 Lawyer: 93 2.75 Hrs X 225.00          |              |                  |       |        |         |                |       |               |
| 965751 Review of town code file                  |              |                  |       | 618.75 | 61024   |                |       |               |
| comprised of approximately 150                   |              |                  |       |        |         |                |       |               |
| pages of documentation;                          |              |                  |       |        |         |                |       |               |
| draft/revise affidavit of Tim                    |              |                  |       |        |         |                |       |               |
| Z. in support of petition;                       |              |                  |       |        |         |                |       |               |
| prepare exhibits thereto                         |              |                  |       |        |         |                |       |               |
| ep 29/2020 Lawyer: 93 1.50 Hrs X 225.00          |              |                  |       |        |         |                |       |               |
| 965769 Draft/revise proposed Order to            |              |                  |       | 337.50 | 61024   |                |       |               |
| Show Cause and verified                          |              |                  |       |        |         |                |       |               |
| petition with exhibits; e-mail                   |              |                  |       |        |         |                |       |               |
| Tim Z. re: proposed affidavit                    |              |                  |       |        |         |                |       |               |
| ep 30/2020 Billing on Invoice 61024              |              |                  |       |        |         |                |       |               |
| 966446 FEES 956.25                               |              |                  | 0.00  |        | 61024   |                |       |               |
| DISBS 54.05                                      |              |                  |       |        |         |                |       |               |
| Oct 1/2020 Lawyer: 93 0.75 Hrs X 225.00          |              |                  |       |        |         |                |       |               |
| 966727 Telephone conversation with Tim           |              |                  |       | 168.75 | 61491   |                |       |               |
| Z. re: revisions to survey                       |              |                  |       |        |         |                |       |               |
| affidavit; draft/revise same                     |              |                  |       |        |         |                |       |               |
| and e-mail same re: same;                        |              |                  |       |        |         |                |       |               |
| receipt and review of final                      |              |                  |       |        |         |                |       |               |
| executed affidavit; revise                       |              |                  |       |        |         |                |       |               |
| proposed Order to Show Cause                     |              |                  |       |        |         |                |       |               |
| and Petition and file with                       |              |                  |       |        |         |                |       |               |
| court.   |              |                  |       |        |         |                |       |               |
| Oct 6/2020 Expense Recovery                      |              |                  |       |        |         |                |       |               |
| 967973 Federal Express #771722743924             | X0805        |                  | 17.96 |        | 61491   |                |       |               |
| Oct 7/2020 Lawyer: 93 0.25 Hrs X 225.00          |              |                  |       |        |         |                |       |               |
| 967057 Receipt of index number and               |              |                  |       | 56.25  | 61491   |                |       |               |
| judicial assignment                              |              |                  |       |        |         |                |       |               |
| Oct 8/2020 Lawyer: 93 0.25 Hrs X 225.00          |              |                  |       |        |         |                |       |               |
| 967728 Receipt and review of order of            |              |                  |       | 56.25  | 61491   |                |       |               |
| recusal of J. Mahon                              |              |                  |       |        |         |                |       |               |
| Oct 14/2020 Lawyer: 93 0.75 Hrs X 225.00         |              |                  |       |        |         |                |       |               |
| 968256 Receipt and review of executed            |              |                  |       | 168.75 | 61491   |                |       |               |
| OSC signed by J. Pineda                          |              |                  |       |        |         |                |       |               |
| Kirwan; review of NYSDOS                         |              |                  |       |        |         |                |       |               |
| entity information for                           |              |                  |       |        |         |                |       |               |
| respondent;                                      |              |                  |       |        |         |                |       |               |
| communicate(telephone) with                      |              |                  |       |        |         |                |       |               |
| Frank S. re: method of                           |              |                  |       |        |         |                |       |               |
| service; two e-mails with                        |              |                  |       |        |         |                |       |               |
| Dorothy A. re: executed OSC.                     |              |                  |       |        |         |                |       |               |
| Oct 16/2020 Lawyer: 93 0.25 Hrs X 225.00         |              |                  |       |        |         |                |       |               |
| 968272 Serve Respondent as per                   |              |                  |       | 56.25  | 61491   |                |       |               |
| directive of J. Pineda-Kirwan                    |              |                  |       |        |         |                |       |               |
| and file affidavit of service                    |              |                  |       |        |         |                |       |               |
| for same; two e-mails with                       |              |                  |       |        |         |                |       |               |
| Frank S. re: service on                          |              |                  |       |        |         |                |       |               |
| property address per Court's                     |              |                  |       |        |         |                |       |               |
| order  |              |                  |       |        |         |                |       |               |
| Oct 19/2020 Lawyer: 93 0.25 Hrs X 225.00         |              |                  |       |        |         |                |       |               |
| 968789 Two e-mails with Frank S. re:             |              |                  |       | 56.25  | 61491   |                |       |               |
| service of process on                            |              |                  |       |        |         |                |       |               |
| corporation managing member                      |              |                  |       |        |         |                |       |               |
| Oct 20/2020 Lawyer: 93 0.25 Hrs X 225.00         |              |                  |       |        |         |                |       |               |
| 968811 Draft/revise litigation status            |              |                  |       | 56.25  | 61491   |                |       |               |
| update to client                                 |              |                  |       |        |         |                |       |               |
| Oct 21/2020 Lawyer: 93 1.25 Hrs X 225.00         |              |                  |       |        |         |                |       |               |
| 968818 Telephone conversation with               |              |                  |       | 281.25 | 61491   |                |       |               |
| Frank S. re: service on                          |              |                  |       |        |         |                |       |               |
| corporate entity; telephone                      |              |                  |       |        |         |                |       |               |
| conversation with Chambers re:                   |              |                  |       |        |         |                |       |               |



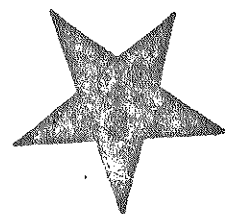
| Client Ledger         |   |       |         |       |        |       |                |       |       |         |  |
|-----------------------|---|-------|---------|-------|--------|-------|----------------|-------|-------|---------|--|
| ALL DATES             |   |       |         |       |        |       |                |       |       |         |  |
| Received From/Paid To |   | Chq#  | General |       | Bld    |       | Trust Activity |       |       |         |  |
| Entry #               | Explanation   | Rec#  | Rcpts   | Disbs | Fees   | Inv#  | Acc            | Rcpts | Disbs | Balance |  |
|                       | same; prepare correspondence to Judge requesting modification of service provisions; receipt of updated OSC; telephone conversation with Frank S. re: same; e-mail same re: same  |       |         |       |        |       |                |       |       |         |  |
| 23/2020               | Lawyer: 93 0.25 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 968836                | Receipt of affidavit of service of petition personally on corporate officer.  |       |         |       | 56.25  | 61491 |                |       |       |         |  |
| 28/2020               | Lawyer: 93 0.25 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 969837                | Receipt of affidavit of service by secretary of state; file same  |       |         |       | 56.25  | 61491 |                |       |       |         |  |
| 31/2020               | Billing on Invoice 61491  |       |         |       |        |       |                |       |       |         |  |
| 972894                | FEES 2012.50  |       |         | 0.00  |        | 61491 |                |       |       |         |  |
|                       | DISBS 17.96   |       |         |       |        |       |                |       |       |         |  |
| 2/2020                | Lawyer: 93 0.25 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 971891                | Two e-mails with Frank S. re: service OSC by secretary of state   |       |         |       | 56.25  | 61631 |                |       |       |         |  |
| 3/2020                | Lawyer: 93 0.25 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 971899                | File affidavit of service by secretary of state with Court  |       |         |       | 56.25  | 61631 |                |       |       |         |  |
| 12/2020               | Lawyer: 87 0.50 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 974691                | Draft/revise memorandum regarding conference in which Judge found in favor of Petitioner granting warrant for survey of property, highlighting Judge's discussion of proof of service noting Judge's request for future filings to include copy of Microsoft Team invitation. |       |         |       | 112.50 | 61631 |                |       |       |         |  |
| 12/2020               | Lawyer: 87 0.75 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 974692                | Plan and prepare for argument in favor of petition for warrant by reviewing Petition, affidavit of Order to Show Cause for warrant.   |       |         |       | 168.75 | 61631 |                |       |       |         |  |
| 12/2020               | Lawyer: 87 0.50 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 974693                | Research of property information on Google maps, zillow and other Internet sources to familiarize with ownership to be prepared for potential questions from Judge to prepare for argument in favor petition for warrant.   |       |         |       | 112.50 | 61631 |                |       |       |         |  |
| 12/2020               | Lawyer: 87 0.25 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 974694                | Research of Secretary of State web site for information about Property owner, Corporation and file information about Corporation to be prepared for potential questions from Judge regarding need for service of papers on Secretary of State.                                |       |         |       | 56.25  | 61631 |                |       |       |         |  |
| 12/2020               | Lawyer: 87 0.25 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 974695                | Plan and prepare for argument in favor of petition for warrant by reviewing file information on Town of Oyster Bay code regarding vacant properties for potential discussion with Judge.  |       |         |       | 56.25  | 61631 |                |       |       |         |  |
| 12/2020               | Lawyer: 87 0.25 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 974696                | Plan and prepare for argument in favor of petition for warrant by reviewing documentation of Service of Order to Show Cause on property owner, at property at corporate address and upon secretary of state and confirming filing of affidavits of service.                   |       |         |       | 56.25  | 61631 |                |       |       |         |  |
| 12/2020               | Lawyer: 87 0.50 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 974697                | Plan and prepare for argument in favor of petition for warrant by reviewing file of prior case before same judge for same relief (Margaret Murphy case index #606369/19) to anticipate issues for argument.   |       |         |       | 112.50 | 61631 |                |       |       |         |  |
| 12/2020               | Lawyer: 87 0.75 Hrs X 225.00  |       |         |       |        |       |                |       |       |         |  |
| 974698                | Appear for/attend virtual conference with Judge and Judge's Law clerk to argue in favor of Order to Show cause for warrant.   |       |         |       | 168.75 | 61631 |                |       |       |         |  |
| 13/2020               | Frank Sicilia   |       |         |       |        |       |                |       |       |         |  |
| 971839                | Litigation support vendors  | 36190 |         | 73.25 |        | 61631 |                |       |       |         |  |



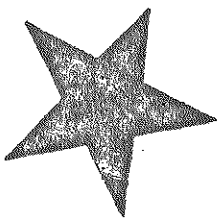
## Client Ledger

## ALL DATES

| Date        | Entry # | Received From/Paid To<br>Explanation  | Chq#<br>Rec# | General |        | Fees   | Trust Activity |     | Balance |
|-------------|---------|---|--------------|---------|--------|--------|----------------|-----|---------|
|             |         |   |              | Rcpts   | Disbs  |        | Inv#           | Acc |         |
| Nov 13/2020 | 571840  | process service October 2020<br>Frank Sicilia   | 36190        |         | 183.00 |        | 61631          |     |         |
| Nov 16/2020 | 972177  | Litigation support vendors<br>process service October 2020<br>Town of Oyster Bay  | 377653       | 1010.30 |        |        |                |     |         |
| Nov 18/2020 | 97243   | PMT - PMT Inv 61024 ck#10422<br>Lawyer: 93 0.25 Hrs X 225.00<br>Draft/revise litigation status<br>update to client; review of<br>file for same  |              |         |        | 56.25  | 61631          |     |         |
| Nov 30/2020 | 974051  | Lawyer: 93 1.00 Hrs X 225.00<br>Receipt and review of decision<br>of J. Pineda-Kirwan granting<br>motion for leave to conduct<br>survey; two e-mails with<br>Leslie M. re: same; three<br>e-mails with Bruce S. re:<br>same; prepare notice of<br>survey; telephone conversation<br>with Frank S. re: same        |              |         |        | 225.00 | 61631          |     |         |
| Nov 30/2020 | 974699  | Billing on Invoice 61631<br>FEES 1237.50<br>DISBS 256.25  |              |         | 0.00   |        | 61631          |     |         |
| Dec 2/2020  | 975446  | Lawyer: 93 0.25 Hrs X 225.00<br>E-mail Frank S. re: service of<br>notice of inspection  |              |         |        | 56.25  | 61867          |     |         |
| Dec 3/2020  | 975456  | Lawyer: 93 0.25 Hrs X 225.00<br>Three e-mails with Frank S. re:<br>service of notice of survey  |              |         |        | 56.25  | 61867          |     |         |
| Dec 4/2020  | 975014  | Metropolitan Abstract Corporation<br>Invs # M35595  | 36276        |         | 271.56 |        | 61867          |     |         |
| Dec 4/2020  | 975484  | Lawyer: 93 0.50 Hrs X 225.00<br>Two e-mails with Frank S. re:<br>affidavit of service; prepare<br>and file same with court as<br>directed by order of J. Pineda<br>Kirwan   |              |         |        | 112.50 | 61867          |     |         |
| Dec 8/2020  | 975226  | Frank Sicilia<br>Litigation support vendors<br>process service December 2020  | 36282        |         | 73.25  |        | 61867          |     |         |
| Dec 9/2020  | 975367  | Frank Sicilia<br>Litigation support vendors<br>process service 11/30/20   | 36286        |         | 50.00  |        | 61867          |     |         |
| Dec 10/2020 | 975965  | Lawyer: 93 0.25 Hrs X 225.00<br>Telephone conversation with Tim<br>Z. re: emergency fencing;<br>review of Town Code for same;<br>e-mail John B. re: same  |              |         |        | 56.25  | 61867          |     |         |
| Dec 14/2020 | 976027  | Lawyer: 93 0.50 Hrs X 225.00<br>Two e-mails with Tim Z. re:<br>architect's report; receipt<br>and review of same  |              |         |        | 112.50 | 61867          |     |         |
| Dec 31/2020 | 978629  | Billing on Invoice 61867<br>FEES 393.75<br>DISBS 394.81   |              |         | 0.00   |        | 61867          |     |         |
| Jan 2/2021  | 978389  | Lawyer: 93 0.25 Hrs X 225.00<br>Draft/revise litigation status<br>update to client per Leslie M.  |              |         |        | 56.25  | 62101          |     |         |
| Jan 8/2021  | 979275  | Lawyer: 93 2.25 Hrs X 225.00<br>Draft/revise motion for order<br>of demolition; prepare notice<br>of motion, affirmation in<br>support and exhibits thereto;<br>prepare fee waiver request<br>letter; prepare memorandum to<br>process server requesting<br>attempted personal service on<br>unrepresented owner. |              |         |        | 506.25 | 62101          |     |         |
| Jan 19/2021 | 979668  | Town of Oyster Bay<br>PMT - PMT Inv Oct Nov 61858,<br>61868 ck#11480  | 378301       | 2524.21 |        |        |                |     |         |
| Jan 19/2021 | 980106  | Lawyer: 93 0.50 Hrs X 225.00<br>Receipt of affidavit of<br>posting/service at subject<br>property; two e-mails with<br>Frank S. re: same  |              |         |        | 112.50 | 62101          |     |         |
| Jan 21/2021 | 980138  | Lawyer: 93 0.25 Hrs X 225.00<br>Two e-mails with Frank S. re:<br>service of moving papers;<br>receipt of affidavit of same<br>and file on ECF   |              |         |        | 56.25  | 62101          |     |         |
| Jan 26/2021 | 980324  | Frank Sicilia<br>Litigation support vendors<br>process service 1/12/21  | 36453        |         | 68.40  |        | 62101          |     |         |
| Jan 31/2021 | 982706  | Billing on Invoice 62101<br>FEES 731.25<br>DISBS 68.40  |              |         | 0.00   |        | 62101          |     |         |
| Feb 4/2021  | 982534  | Lawyer: 93 0.50 Hrs X 225.00<br>Review of file; prepare<br>correspondence to Court re:<br>submission of motion for order<br>of demolition; three e-mails<br>with chambers re: same  |              |         |        | 112.50 | 62235          |     |         |
| Feb 5/2021  |         | Lawyer: 93 1.25 Hrs X 225.00  |              |         |        |        |                |     |         |



| Date        | Entry # | Received From/Paid To<br>Explanation  | Chg#<br>Rec# | General |        | Fees   | Bid<br>Inv# | Trust Activity |       | Balance |
|-------------|---------|---|--------------|---------|--------|--------|-------------|----------------|-------|---------|
|             |         |   |              | Rcpts   | Disbs  |        |             | Rcpts          | Disbs |         |
|             | 982563  | Two e-mails with Chambers re:<br>request to withdraw motion;<br>prepare correspondence to<br>Judge withdrawing motion;<br>review prior affidavits of<br>service for commencement<br>documents; draft/revise notice<br>of motion and affirmation in<br>support of motion; e-mail<br>Frank S. re: method of service<br>by secretary of state and<br>personal service.<br>Secretary of State |              |         |        | 281.25 | 62235       |                |       |         |
| Feb 9/2021  | 982049  | Service of Process fee  | 36501        |         | 40.00  |        | 62235       |                |       |         |
| Feb 10/2021 | 982507  | Lawyer: 93 0.25 Hrs X 225.00<br>Two e-mails with Frank S. re:<br>deadline for service upon<br>secretary of state  |              |         |        | 56.25  | 62235       |                |       |         |
| Feb 16/2021 | 983040  | Town of Oyster Bay<br>PMI - PMI Inv 61867 ck#11970  | 378566       | 788.56  |        |        |             |                |       |         |
| Feb 16/2021 | 983290  | Lawyer: 93 0.50 Hrs X 225.00<br>Three e-mails with Frank S. re:<br>posting of service on property;<br>review of file for photographs<br>to support AOS  |              |         |        | 112.50 | 62235       |                |       |         |
| Feb 18/2021 | 984046  | Lawyer: 93 0.25 Hrs X 225.00<br>Two e-mails with Frank S. re:<br>secretary of state service   |              |         |        | 56.25  | 62235       |                |       |         |
| Feb 19/2021 | 984080  | Lawyer: 93 0.25 Hrs X 225.00<br>Receipt and review of affidavit<br>of service of posting on<br>property - attempted   |              |         |        | 56.25  | 62235       |                |       |         |
| Feb 22/2021 | 984121  | Lawyer: 93 0.25 Hrs X 225.00<br>Meeting with Frank S. re:<br>perfection of service; file<br>affidavit of service with<br>court, along with photograph<br>of property  |              |         |        | 56.25  | 62235       |                |       |         |
| Feb 23/2021 | 983774  | Frank Sicilia<br>Litigation support vendors<br>process service 2/11/21  | 36533        |         | 68.40  |        | 62235       |                |       |         |
| Feb 24/2021 | 984183  | Lawyer: 93 0.25 Hrs X 225.00<br>Prepare suit status report<br>update at request of Leslie M.<br>Frank Sicilia   |              |         |        | 56.25  | 62235       |                |       |         |
| Feb 26/2021 | 984432  | Litigation support vendors<br>process service 2/11, 2/17 &<br>2/24/21   | 36554        |         | 102.95 |        | 62235       |                |       |         |
| Feb 26/2021 | 984960  | Lawyer: 93 0.25 Hrs X 225.00<br>Receipt and review of affidavit<br>of service on secretary of<br>state; file with court   |              |         |        | 56.25  | 62235       |                |       |         |
| Feb 28/2021 | 985551  | Billing on Invoice 62235<br>FEES 843.75<br>DISBS 211.35   |              |         | 0.00   |        | 62235       |                |       |         |
| Mar 4/2021  | 986358  | Lawyer: 93 0.25 Hrs X 225.00<br>Review of file to confirm<br>service completion and filing<br>of proof of same with the Court   |              |         |        | 56.25  | 62416       |                |       |         |
| Mar 8/2021  | 986455  | Lawyer: 93 0.75 Hrs X 225.00<br>Receipt and review of court<br>order setting matter down for<br>a conference; review of J.<br>Pineda-Kirwan's individual<br>rules re: same; review of<br>corporate Defendant's NYSDOS<br>information page for service<br>of order; e-mail Frank S. re:<br>method of service   |              |         |        | 168.75 | 62416       |                |       |         |
| Mar 9/2021  | 987391  | Lawyer: 93 0.25 Hrs X 225.00<br>File affidavits of service for<br>mailing of notice of upcoming<br>MS Teams conference before J.<br>Pineda-Kirwan   |              |         |        | 56.25  | 62416       |                |       |         |
| Mar 18/2021 | 987222  | Frank Sicilia<br>Litigation support vendors<br>process service 3/9/21   | 36637        |         | 50.00  |        | 62416       |                |       |         |
| Mar 18/2021 | 987754  | Lawyer: 93 0.50 Hrs X 225.00<br>Review of file and affidavits<br>of service of civil conference<br>order in preparation for same<br>before J. Pineda-Kirwan;<br>telephone conversation with<br>Frank S. re: same  |              |         |        | 112.50 | 62416       |                |       |         |
| Mar 19/2021 | 987778  | Lawyer: 93 0.25 Hrs X 225.00<br>Revise and file three<br>affidavits of service with<br>Teams notification on ECF per<br>J. Pineda-Kirwan's Order  |              |         |        | 56.25  | 62416       |                |       |         |
| Mar 23/2021 | 987802  | Lawyer: 93 0.25 Hrs X 225.00<br>Meeting with Frank S. re:<br>service on corporation;<br>receipt and review of<br>affidavit of service   |              |         |        | 56.25  | 62416       |                |       |         |



| Client Ledger |         |   |              |         |       |        |                |     |         |       |       |
|---------------|---------|---|--------------|---------|-------|--------|----------------|-----|---------|-------|-------|
| ALL DATES     |         |   |              |         |       |        |                |     |         |       |       |
| Date          | Entry # | Received From/Paid To<br>Explanation  | Cbq#<br>Rec# | General |       | Fees   | Trust Activity |     | Balance |       |       |
|               |         |   |              | Rcpts   | Disbs |        | Inv#           | Acc |         | Rcpts | Disbs |
| Mar 24/2021   | 987559  | Frank Sicilia<br>litigation support vendors<br>process service 3/9/21 Cert of<br>mailing  | 36656        |         | 50.00 |        | 62416          |     |         |       |       |
| Mar 24/2021   | 987805  | Lawyer: 93 1.00 Hrs X 225.00<br>File affidavit of service of<br>teams notification at<br>secretary of state DOS process<br>address; review of file in<br>preparation for tomorrow's<br>conference before J.<br>Pineda-Kirwan on Town's motion<br>for demolition   |              |         |       | 225.00 | 62416          |     |         |       |       |
| Mar 25/2021   | 988933  | Lawyer: 93 0.75 Hrs X 225.00<br>Attend conference before J.<br>Pineda-Kirwan on motion for<br>order of demolition   |              |         |       | 168.75 | 62416          |     |         |       |       |
| Mar 26/2021   | 988936  | Lawyer: 93 0.50 Hrs X 225.00<br>Draft/revise proposed decision<br>and order at Chambers'<br>request; e-mail chambers re:<br>same  |              |         |       | 112.50 | 62416          |     |         |       |       |
| Mar 31/2021   | 989349  | Lawyer: 93 0.50 Hrs X 225.00<br>Receipt and review of order on<br>motion seeking demolition;<br>prepare correspondence to<br>Leslie M. re: same   |              |         |       | 112.50 | 62416          |     |         |       |       |
| Mar 31/2021   | 989724  | Billing on Invoice 62416<br>FEES 1125.00<br>DISBS 100.00  |              |         | 0.00  |        | 62416          |     |         |       |       |
| Apr 1/2021    | 990323  | Lawyer: 93 0.25 Hrs X 225.00<br>Receipt of entered order;<br>e-mail Leslie M. re: same;<br>e-mail John B. re: same  |              |         |       | 56.25  | 62803          |     |         |       |       |
| Apr 2/2021    | 990335  | Lawyer: 93 0.25 Hrs X 225.00<br>Draft/revise litigation status<br>update to client  |              |         |       | 56.25  | 62803          |     |         |       |       |
| Apr 5/2021    | 989617  | Town of Oyster Bay<br>PMI - PMI Inv 62101 ck#12785  | 379106       | 799.65  |       |        |                |     |         |       |       |
| Apr 7/2021    | 990434  | Lawyer: 93 0.25 Hrs X 225.00<br>Telephone conversation with Tim<br>Z. re: scheduled demolition  |              |         |       | 56.25  | 62803          |     |         |       |       |
| Apr 8/2021    | 990451  | Lawyer: 93 0.25 Hrs X 225.00<br>Telephone conversation with<br>Peter B. re: demolition  |              |         |       | 56.25  | 62803          |     |         |       |       |
| Apr 12/2021   | 991091  | Lawyer: 93 1.25 Hrs X 225.00<br>Telephone conversation with<br>Leslie M. re: demolition; Two<br>telephone conversations with<br>Tim Z. re: cabana structure;<br>review title search, county<br>property records, file and<br>telephone conversation with<br>Matthew A. re: inclusion of<br>structure on the rear of the<br>property |              |         |       | 281.25 | 62803          |     |         |       |       |
| Apr 19/2021   | 991369  | Town of Oyster Bay<br>PMI - PMI Inv 62227-239<br>ck#13025   | 379284       | 1055.10 |       |        |                |     |         |       |       |
| Apr 20/2021   | 992193  | Lawyer: 93 0.25 Hrs X 225.00<br>E-mail John B. re: his request<br>for proposed release agreement<br>from the Town Attorney  |              |         |       | 56.25  | 62803          |     |         |       |       |
| Apr 21/2021   | 992197  | Lawyer: 93 0.75 Hrs X 225.00<br>E-mail Matthew R. re: proposed<br>release agreement for removal<br>of property from Town's<br>maintenance yard; draft/revise<br>proposed release agreement;<br>three e-mails with Frank S.<br>re: same  |              |         |       | 168.75 | 62803          |     |         |       |       |
| Apr 26/2021   | 992110  | Town of Oyster Bay<br>PMI - PMI Inv 62232,<br>62410-424, 62574 ck#13153   | 379382       | 1225.00 |       |        |                |     |         |       |       |
| Apr 26/2021   | 992240  | Lawyer: 93 0.50 Hrs X 225.00<br>Two e-mails with John B. re:<br>proposed release agreement;<br>telephone conversation with<br>Matt R. re: same  |              |         |       | 112.50 | 62803          |     |         |       |       |
| Apr 27/2021   | 992388  | Lawyer: 93 0.25 Hrs X 225.00<br>Two e-mails with John B. re:<br>collection of contractor's<br>materials   |              |         |       | 56.25  | 62803          |     |         |       |       |
| Apr 30/2021   | 994004  | Billing on Invoice 62803<br>FEES 900.00   |              |         | 0.00  |        | 62803          |     |         |       |       |
| May 7/2021    | 994173  | Lawyer: 93 0.25 Hrs X 225.00<br>Draft/revise report to client<br>re: status of action   |              |         |       | 56.25  |                |     |         |       |       |

|          |        | UNBILLED |         |        | = TOTAL | BILLED  |         |       | BALANCES   |        | TRUST |
|----------|--------|----------|---------|--------|---------|---------|---------|-------|------------|--------|-------|
| TOTALS   | PERIOD | CRE      | + RECOV | + FEES |         | DISBS   | + FEES  | + TAX | - RECEIPTS | = A/R  |       |
| END DATE |        | 0.00     | 0.00    | 56.25  | 56.25   | 1102.82 | 7875.00 | 0.00  | 8077.82    | 900.00 | 0.00  |
|          |        | 0.00     | 0.00    | 56.25  | 56.25   | 1102.82 | 7875.00 | 0.00  | 8077.82    | 900.00 | 0.00  |



**TOWN OF OYSTER BAY**

## CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID # [ ] SOCIAL SECURITY # [ ]

11-3547453

|  |   |                            |                      |
|--|---|----------------------------|----------------------|
| CLAIMANT'S NAME<br>Cashin Spinelli & Ferretti, LLC           | VENDOR #                                | CONTRACT #<br>PWC          | ORDER #<br>E00002763 |
| CLAIMANT'S ADDRESS<br>801 Motor Parkway, Hauppauge, NY 11788 | CONTRACT NAME<br>Structural Inspections |                            |                      |
| TOWN DEPARTMENT<br>Department of Planning and Development    | CLAIMANT INVOICE #<br>46461             | INVOICE DATE<br>12/15/2020 | RESO #<br>745-2019   |

**FOLLOW INSTRUCTIONS ON REVERSE SIDE THEN RETURN CLAIM AND INVOICES TO DEPARTMENT RECEIVING MATERIALS OR SERVICES**

### DETAILED DESCRIPTION OF MATERIALS OR SERVICES

| DATE | DESCRIPTION  | UNIT PRICE | TOTAL      |
|------|--|------------|------------|
|      | Claim Number: 6 - 153 Ocean Ave                    |            |            |
|      | Claim Period: December 1, 2020 - December 31, 2020 |            |            |
|      |  |            |            |
|      | Contract Authorization: \$10,000.00                |            |            |
|      | Approved Increases: \$                             |            |            |
|      | Revised Contract Authorization: \$10,000.00        |            |            |
|      |  |            |            |
|      | 83% Complete                                       |            |            |
|      | Previous Cost to Date: \$7,120.00                  |            |            |
|      | Amount of Claim: \$1,248.00                        |            | \$1,248.00 |
|      | New Cost to Date: \$8,368.00                       |            |            |
|      |  |            |            |
|      | TOB Engineering PM Initials:                       |            |            |
|      | TOB Engineering Signature:                         |            |            |
|      |  |            |            |

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

I HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of Oyster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no part thereof has been paid except as stated therein and that the balance therein stated in the amount of

|                 |            |
|-----------------|------------|
| TOTAL AMOUNT    | \$1,248.00 |
| CASH DISCOUNT % |            |
| NET AMOUNT      | \$1,248.00 |

One Thousand Two Hundred Forty Eight Dollars and Zero Cents

is actually due and owing, and that taxes from which the Town of Oyster Bay is exempt are excluded therefrom.

CLAIMANT FURTHER CERTIFIES that the unit prices charged herein are not higher than those charged to any governmental or commercial consumer for like deliveries.

Signature

PRICES that the unit prices charged herein are

Alfred P. Smith Title

Title

Principal

Date \_\_\_\_\_

12/15/2020

Print or type name

Stephen P. Ferretti

Name of Company

Cashin Spinelli & Ferretti, LLC

I HEREBY APPROVE this claim form for the sum of \_\_\_\_\_ for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

Signature

Title

Date \_\_\_\_\_

FOR INTERNAL USE ONLY:

[illegible]



**Town of Oyster Bay**  
**Department of Planning and Development**

**AFFIDAVIT FOR CONSULTANT SERVICES**

STATE OF NEW YORK ) Project Name: ON-CALL PLANNING SERVICES  
COUNTY OF Suffolk ) ss.: Contract No.: PWC

Stephen P. Ferretti, deposes and says:

1. I am the PRINCIPAL of CASHIN SPINELLI & FERRETTI, LLC (hereinafter "Consultant"), who has served as a Consultant to the Town of Oyster Bay with respect to the above-referenced Project and Contract.

2. I am fully familiar with the Project.

3. I state, under penalties of perjury:  
a. that Consultant was authorized to perform all services applicable to the attached invoice;  
b. that the amounts reflected on the attached invoice are true and accurate charges;  
c. that the services shown on the attached invoice have been actually performed and are in accordance with the Contract.

CASHIN SPINELLI & FERRETTI, LLC

Consultant Company Name

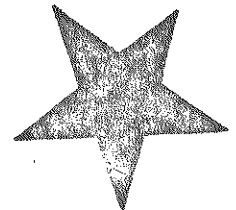
Signature of Affiant

Stephen P. Ferretti - PRINCIPAL

Name and Title of Affiant

Sworn to before me this  
15<sup>th</sup> day of Dec 2020

Notary Public  
JOSEPH N. QUINTO  
Notary Public, State of New York  
No. 30-4668772  
Qualifies in Nassau County  
Commission Expires Dec. 2022



# Cashin Spinelli & Ferretti, LLC


Town of Oyster Bay  
Department of Planning and Development  
Town Hall, Oyster Bay, NY 11771

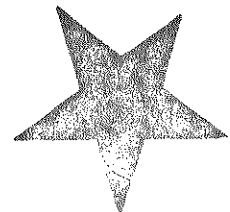
15-Dec-2020  
CSF No. :40:1815  
CSF Invoice No.: 46461

RE: Project - Dept of Planning and Development  
Structural Inspections - 518 Ocean Ave. Massapequa

| Professional Personnel                              | Hours | Billable<br>Rate | Amount<br>Due      |
|---|-------|------------------|--------------------|
| Architect/Senior CADD Operator<br>B. Strum / A.I.A. | 7.80  | 160.00           | 1,248.00           |
| Sub-Total Payroll                                   | 7.80  |                  | \$ 1,248.00        |
| Total Amount Due                                    |       |                  | <u>\$ 1,248.00</u> |

I hereby affirm that the above labor and hourly rates are correct.

  
Stephen P. Ferretti      Principal      12/15/20  
Title      Date



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated June 11, 2021, advised that a request for proposals was issued to firms, in accordance with the approved procurement procedure, to procure engineering services relative to Contract No. H21-214, Improvements to East Lincoln Avenue (west of Lincoln Avenue Bridge), Riverdale Avenue and Pirates Cove, Massapequa, 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 perform the engineering services in connection with Contract No. H21-214; and

WHEREAS, Bart A. Marino, P.E., of Lockwood, Kessler & Bartlett, Inc., by letter dated June 10, 2021, requested the use of Hirani Engineering and Land Surveying, P.C. as sub-consultant, for surveying services; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize and direct the Comptroller to issue an encumbrance order in the amount of \$52,000.00, with funds the for said payment available from Account No. HWY H 5197 20000 000 2103 008; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. H21-214, with Lockwood, Kessler & Bartlett, Inc., and said consultant is authorized to use Hirani Engineering and Land Surveying, P.C. as a sub-consultant, for a total amount not to exceed \$52,000.00, and be it further

RESOLVED, That the Comptroller is authorized and directed to issue an encumbrance order in an amount not to exceed \$52,000.00 to pay for work done by Lockwood, Kessler & Bartlett, Inc. and Hirani Engineering and Land Surveying, P.C. in connection with the aforesaid project; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. HWY H 5197 20000 000 2103 008; and be it further

Reviewed By  
Office of Town Attorney

*[Signature]*

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

-#-

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

|                      |        |
|----------------------|--------|
| Supervisor Saladino  | Aye    |
| Councilwoman Johnson | Aye    |
| Councilman Imbroto   | Aye    |
| Councilman Hand      | Aye    |
| Councilman Labriola  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

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

June 11, 2021

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES CONTRACT AND USE OF SUB CONSULTANT  
IMPROVEMENTS TO EAST LINCOLN AVENUE, RIVERDALE AVENUE, AND PIRATES COVE,  
MASSAPEQUA – SURVEYING AND PRELIMINARY DESIGN  
CONTRACT NO. H21-214  
ACCOUNT NO. HWY H5197 20000 000 2103 008  
PROJECT ID: 2103HWYDB-03

---

On February 16, 2021, the Department of Public Works issued "Requests for Proposals" to firms in accordance with the approved procurement procedure. On March 10, 2021, the Division of Engineering had received nine (9) responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. Related support documentation is on file in the Division of Engineering.


The Commissioner of Public Works, after review of the Division's preliminary recommendations and in conjunction with the current workload, has selected Lockwood, Kessler, & Bartlett, Inc. to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy.

The total fee for surveying and mapping, as negotiated and based upon the scope of work as detailed in the RFP document, is \$52,000.00, as stated in the attached letter, dated June 10, 2021. Additionally, Lockwood, Kessler, & Bartlett, Inc. has requested authorization to use, as a sub-consultant, Hirani Engineering and Land Surveying, P.C. for surveying. The firm Lockwood, Kessler, & Bartlett, Inc. previously executed a Standard Consultant Agreement with the Department of Public Works, under which their services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 2103 008.

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

It is hereby requested that the Town Board authorize, by resolution, Lockwood, Kessler, & Bartlett, Inc. to perform engineering services and utilize, as a sub-consultant, Hirani Engineering And Land Surveying, P.C. relative to site surveying and mapping for Contract No. H21-214.

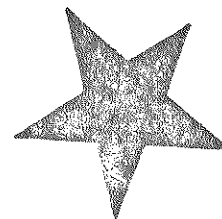
  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/jct/MR/BK/nm

Attachment

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

H21-214 Award LKB





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

(LKB# 2021-0020)

June 10, 2021

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

Attn: John Tassone

**Re: Improvements to East Lincoln Ave. (West of Lincoln Ave. Bridge), Riverdale Ave. and  
Pirates Cove, Massapequa – Surveying and Preliminary Design Services – PHASE 1  
Contract No. H21-214**

Dear Commissioner:

Per your request we are pleased to submit our fee proposal for engineering services associated with the referenced project in accordance with phase 1 (i.e. Survey & Mapping and Pavement Cores and Soil Borings) as defined in the scope of our technical proposal submitted to you on March 10, 2021.

We intend to retain Hirani Engineering and Land Surveying, P.C. as our sub-consultant to perform the surveying tasks. Hirani is a minority/disadvantaged business enterprise of which 65% of the work of this phase is to be allocated.

Our estimated fee to provide these services is \$52,000.00. Accordingly, we request the Town to encumber these funds to enable LKB to accomplish this assignment.

Very truly yours,

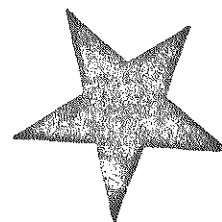
A handwritten signature in black ink, appearing to read "Bart A. Marino".

Bart A. Marino, PE

---

Lockwood, Kessler & Bartlett, Inc. | A VERTEX Company

AN EQUAL OPPORTUNITY EMPLOYER



06/10/2021

**Improvements to  
EAST LINCOLN AVE. (West of Lincoln Ave. Bridge), RIVERDALE AVE. AND PIRATES  
COVE**

**Massapequa**

**Surveying and Preliminary Design Services - Phase 1 Work**

**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**

***LOCKWOOD, KESSLER & BARTLETT, INC.***

| JOB CLASSIFICATION | ASCE (A)<br>NICET (N)<br>GRADE | TASKS & ASSIGNED HRS |    |       | AVG.<br>HOURLY<br>RATE | FEE<br>TECHNICAL<br>LABOR COST |
|--------------------|--------------------------------|----------------------|----|-------|------------------------|--------------------------------|
|                    |                                | PHASE 1              |    |       |                        |                                |
|                    |                                | 1                    | 2  | Total |                        |                                |
| Project Manager    | VI (A)                         | 8                    | 8  | 16    | \$175.00               | \$2,800.00                     |
| Sr. Engineer       | IV(A)                          | 24                   | 24 | 48    | \$175.00               | \$8,400.00                     |
| Engineer           | III (A)                        |                      | 48 | 48    | \$147.57               | \$7,083.36                     |
| Drafter            | IV (N)                         |                      |    | 0     | \$105.00               | \$0.00                         |
|                    |                                |                      |    |       |                        |                                |
| TOTAL              |                                | 32                   | 80 | 112   |                        | \$18,283.36                    |

***Hirani Engineering & Land Surveying, P.C. (D/MBE)***

| JOB CLASSIFICATION         | ASCE (A)<br>NICET (N)<br>GRADE | TASKS & ASSIGNED HRS |   |       | AVG.<br>HOURLY<br>RATE | DIRECT<br>TECHNICAL<br>LABOR COST |
|----------------------------|--------------------------------|----------------------|---|-------|------------------------|-----------------------------------|
|                            |                                | PHASE 1              |   |       |                        |                                   |
|                            |                                | 1                    | 2 | Total |                        |                                   |
| Professional Land Surveyor | 0                              | 12                   |   | 12    | \$175.00               | \$2,100.00                        |
| Project Manager            | 0                              | 32                   |   | 32    | \$175.00               | \$5,600.00                        |
| Office Drafting            | 0                              | 32.5                 |   | 32.5  | \$147.00               | \$4,777.50                        |
| Crew Chief                 | 0                              | 84                   |   | 84    | \$125.94               | \$10,578.96                       |
| Instrument Man             | 0                              | 84                   |   | 84    | \$125.94               | \$10,578.96                       |
| TOTAL                      |                                | 244.5                | 0 | 244.5 |                        | \$33,635.42                       |

|                   |              |           |              |                 |                    |
|-------------------|--------------|-----------|--------------|-----------------|--------------------|
| <b>TASK TOTAL</b> | <b>276.5</b> | <b>80</b> | <b>356.5</b> | <b>\$145.63</b> | <b>\$51,918.78</b> |
|-------------------|--------------|-----------|--------------|-----------------|--------------------|

**TASK DESCRIPTIONS**

**PHASE 1 - Survey & Mapping**

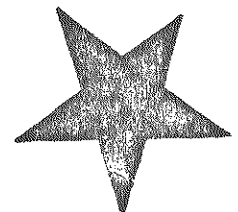
**1 - TOPO. & BOUNDARY SURVEY**

**2 - PAVEMENT CORES & SOIL BORINGS**

**ROUNDED: \$52,000.00**

**Staffing Table**

**MANPOWER COST ESTIMATE (Phase 1)**





WHEREAS, in connection with Contract No. H17-159R, Repairs to the Hicksville Parking Facility, 55 Duffy Avenue, Hicksville, New York, Scott Wallman, Senior Project Manager, Pullman SST, 2227 High Hill Road Swedesboro New Jersey 08085, by letter dated May 7, 2021, has requested a reduction in retainage held on this project from two and one half percent (2.5%) to one percent (1%); and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated June 10, 2021, recommended that said retainage be reduced from two and one half percent (2.5%) to one percent (1%),

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as heretofore set forth is accepted, and in connection with Contract No. H17-159R, Repairs to the Hicksville Parking Facility, 55 Duffy Avenue, Hicksville, New York, the retainage held on this project is hereby reduced from two and one half percent (2.5%) to one percent (1%).

-#

Reviewed By  
Office of Town Attorney  
*Robert P. Deery*

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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

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

JUNE 10, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : REDUCTION IN RETAINAGE  
REPAIRS TO THE HICKSVILLE PARKING FACILITY  
CONTRACT NO. H17-159R

---

Attached is a letter from Pullman, SST dated May 7, 2021 requesting a reduction in retainage from 2.5% to 1%. At this time all contract work has been completed and the Department of Public Works is coordinating the necessary supporting documentation for close out. The Department of Public Works has no objections to this request.

It is therefore recommended and requested that a reduction in retainage from 2.5% to 1% for Pullman SST be granted relative to Contract No. H17-159R, Repairs to the Hicksville Parking Facility.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER

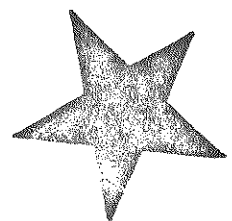
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

 RWL/RET/MR/lk

Attachment

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

H17-159R TB REDUCE RETAINAGE 1%





*National Structural Repair and  
Building Envelope Preservation*

2227 High Hill Road

Swedesboro, NJ 08085

Tel: 856.218.7900

Fax: 856.218.8410

www.pullman-services.com

May 7, 2021

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

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

**Re: Request for Retention Reduction**  
Repairs to the Hicksville Parking Facility  
55 Duffy Ave, Hicksville, NY  
Contract # H17-159R

Dear Commissioner,

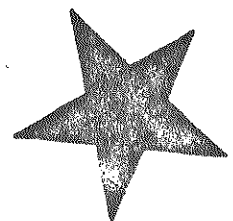
Pullman SST is requesting the retention held on this project to be reduced from 2.5% to 1%. Phase's 1, 2, and 3 are complete with only supporting documentation outstanding for project closeout.

Very truly yours,  
PULLMAN SST, INC.

*Scott Waltman*

Scott Waltman  
Senior Project Manager

Confidential: Any unauthorized use or distribution is prohibited.



WHEREAS, by Resolution No. 162-2018, adopted March 13, 2018, the Town Board awarded Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, to Looks Great Services, Inc., 7 Lawrence Hill Road, Huntington, New York 11743, for the initial contract period of March 13, 2018 through March 12, 2019, with an option for four (4) one (1) year extensions upon the same terms of the original contract, with funds available as per Town Board Resolution No. 809-2018; and

WHEREAS, by Resolution No. 255-2019, adopted April 16, 2019, the Town Board authorized and directed the Supervisor, or his designee, to exercise the first one (1) year extension option of Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, with Looks Great Services, Inc., from March 13, 2019 through March 12, 2020, upon the same terms of the original contract; and

WHEREAS, By Resolution No. 207-2020, adopted March 31, 2020, the Town Board authorized and directed the Supervisor or his designee, to exercise the second one (1) year extension option of Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, with Great Services, Inc., *nunc pro tunc*, for the period of March 13, 2020 through March 12, 2021, upon the same terms of the original contract; and

WHEREAS, by Resolution No. 194-2021, adopted March 23, 2021, the Town Board authorized the extension of Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, with Looks Great Services, Inc., for an additional ninety (90) days, *nunc pro tunc*, from March 13, 2021 through June 10, 2021, upon the same terms of the original contract; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated June 14, 2021, has requested and recommended that the Town Board authorize a continuation of the third one (1) year extension of Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, with Looks Great Services, Inc., from June 11, 2021 through March 12, 2022, in an amount not to exceed \$1,000,000.00, upon the same terms of the original contract,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and Contract No. HTR17-163 with Looks Great Services, Inc. is hereby extended, *nunc pro tunc*, for the period from June 11, 2021 through March 12, 2022, in an amount not to exceed \$1,000,000.00, upon the same prices, conditions, and terms as provided in the original contract; and be it further

RESOLVED, That the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, 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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Reviewed By  
Office of Town Attorney

*Robert P. DeLong*

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

June 14, 2021

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** REQUEST APPROVAL FOR EXTENSION  
NUNC-PRO-TUNC  
TREE REMOVAL REQUIREMENTS CONTRACT HTR17-163  
LOOKS GREAT SERVICES, INC.  
ACCOUNT #: HWY H5197 20000 000 2103 008 PROJ. ID#: 2103HWYDB-05

---

The Highway Department has reviewed the work performed by Looks Great Services, Inc. with respect to Tree Removal Requirements Contract under contract number HTR17-163 which was awarded by Town Board Resolution Number 207-2020 on March 31, 2020. On March 23, 2021 an extension of three months was granted by Reso 194-2021.

Highway is requesting a continuation of the third year extension of a four year extension option.

The work performed by Looks Great Services, Inc. was satisfactory and completed in a timely manner. Therefore, it is hereby requested by the Highway Department contract HTR17-163 be extended, Nunc-Pro-Tunc from June 11, 2021 through March 12, 2022.

In addition, it is hereby requested an amount of \$1,000,000.00 be authorized for the use of the above subject contract at various locations within the town of Oyster Bay as per the contract specification. Also funds are available for this purpose as per Town Board Resolution No. 603A-2020 for the Highway Department to use these funds for the Highway Department Requirement Contracts as needed throughout the year within the Town of Oyster Bay.

*Richard W. Lenz, P.E.*  
*Deputy Commissioner*

RICHARD W. LENZ, P.E.

COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/lb

Cc: John P. Bishop, Deputy Commissioner/HWY  
Grace Santamaria, HWY Administration





John C. Tassone  
Deputy Commissioner  
Department of Public Works  
150 Miller Pl. Syosset, NY 11791  
(516) 677-5722  
[jtassone@oysterbay-ny.gov](mailto:jtassone@oysterbay-ny.gov)

February 22 2021

RE: TREE TRIMMING AND TREE REMOVAL  
THROUGHOUT THE TOWN OF OYSTER BAY, NASSAU COUNTY, NY  
CONTRACT NO. HTR17-163

Dear Mr. Tassone:

We are requesting an extension of the requirements contract (NO. HTR 17-163). We will honor the same terms and conditions from last year. Thank you for working with us and we look forward to our partnership.

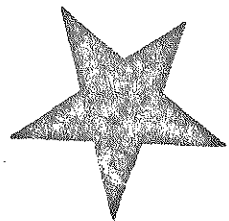
Sincerely,

Kristian Agoglia  
President  
Looks Great Services, Inc.  
200 E 2<sup>nd</sup> Street Unit #28  
Huntington Station NY 11746  
[kristian@looksgreatservices.com](mailto:kristian@looksgreatservices.com)  
(631) 367-2200

---

*Looks Great Services Inc*  
*200E 2<sup>nd</sup> Street Huntington Station NY 11746*

---



Meeting of March 23, 2021

Resolution No. 194-2021

WHEREAS, by Resolution No. 162-2018, adopted March 13, 2018, the Town Board awarded Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, to Looks Great Services, Inc., 7 Lawrence Hill Road, Huntington, New York 11743, for the initial contract period of March 13, 2018 through March 12, 2019, with an option for four (4) one (1) year extensions upon the same terms of the original contract, with funds available as per Town Board Resolution No. 603A-2020; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated March 22, 2021, requested Town Board authorization to extend the contract for an additional ninety (90) days, *nunc pro tunc*, from March 13, 2021 through June 10, 2021, upon the same prices, conditions and terms, provided for in the original contract and to allow appropriate time to review the Town of Oyster Bay procurement policy in accordance with Guideline 6 (a through e); and

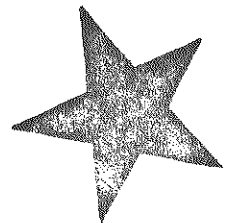
WHEREAS, Commissioner Lenz by said memorandum, informed the Town Board that, to date, Looks Great Services, Inc.'s work under Contract No. HTR17-163 has been satisfactorily completed in a timely manner,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Contract No. HTR17-163 with Looks Great Services, Inc. is hereby extended, *nunc pro tunc*, for the period from March 13, 2021 through June 10, 2021, upon the same prices, conditions, and terms as provided in the original contract.

-#-

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

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



Reviewed By  
Office of Town Attorney

Meeting of March 13, 2018

Resolution No. 162-2018

748  
Reviewed By  
Office of Town Attorney

WHEREAS, pursuant to public notice, bids were duly and regularly received for Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. HTR17-163, and said bids were publicly opened and read on February 5, 2018; and

WHEREAS, the lowest responsive weighted bid submitted was that of Looks Great Services, Inc., 7 Lawrence Hill Road, Huntington, New York 11743; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated February 23, 2018, and Cashin Associates, P.C., by letter dated February 19, 2018, recommended that the bid as hereinabove set forth be accepted and awarded for a one-year term 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 annual value of the contract is \$500,000.00,

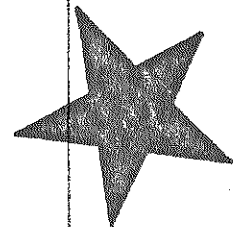
NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth, are accepted, and Contract No. HTR17-163 shall be awarded to Looks Great Services, Inc., in accordance with the provisions thereunder, for a one-year term from date of award, for an amount not to exceed \$500,000.00 with 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 |
| Councilman Muscarella | Aye |
| Councilman Macagnone  | Aye |
| Councilwoman Alesia   | Aye |
| Councilwoman Johnson  | Aye |
| Councilman Imbroto    | Aye |
| Councilman Hand       | Aye |

cc: Supervisor  
Town Attorney  
Comptroller  
Public Works  
General Services  
Highway





WHEREAS, by Resolution No. 162-2018, adopted March 13, 2018, the Town Board awarded Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, to Looks Great Services, Inc., 7 Lawrence Hill Road, Huntington, New York 11743, for the initial contract period of March 13, 2018 through March 12, 2019, with an option for four (4) one (1) year extensions at the same terms of the original contract, with funds available as per Town Board Resolution No. 809-2018; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 28, 2019, requested Town Board authorization to exercise the option to extend the Agreement for a one year term, nunc pro tunc, from March 13, 2019 through March 12, 2020,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is hereby accepted and approved, and the Department of Public Works is authorized to extend Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, with Looks Great Services, Inc., for a one year term, nunc pro tunc, from March 13, 2019 through March 12, 2020; and it is further

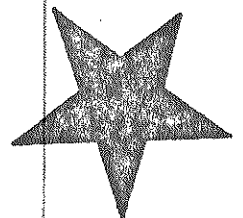
RESOLVED, that the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, upon presentation of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor  
Town Attorney  
Comptroller  
Highway  
Public Works



Reviewed By  
Office of Town Attorney

WHEREAS, by Resolution No. 162-2018, adopted March 13, 2018, the Town Board awarded Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, to Looks Great Services, Inc., 7 Lawrence Hill Road, Huntington, New York 11743, for the initial contract period of March 13, 2018 through March 12, 2019, with an option for four (4) one (1) year extensions upon the same terms of the original contract, with funds available as per Town Board Resolution No. 809-2018; and

WHEREAS, by Resolution 255-2019, adopted April 16, 2019, the Town Board authorized and directed the Supervisor, or his designee, to exercise the first one (1) year extension option of the Agreement with Looks Great Services, Inc., from March 13, 2019 through March 12, 2020; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated February 27, 2020, requested Town Board authorization to exercise the option to extend the Agreement for a second one year term, *nunc pro tunc*, from March 13, 2020 through March 12, 2021, upon the same prices, conditions and terms, provided for in the original contract; and

WHEREAS, Commissioner Lenz by said memorandum, informed the Board that, to date, Looks Great Services, Inc.'s work under Contract No. HTR17-163 has been satisfactorily completed in a timely manner,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Contract No. HTR17-163 with Looks Great Services, Inc. is hereby extended, *nunc pro tunc*, for the period from March 13, 2020 through March 12, 2021, upon the same prices, conditions, and terms as provided in the original contract;

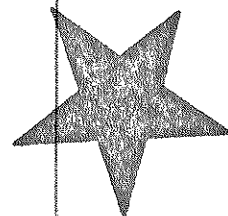
AND IT IS FURTHER RESOLVED, that the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, upon presentation of a duly certified claim, after audit.

-#-

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

|                      |     |
|----------------------|-----|
| Supervisor Saladino  | Aye |
| 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]*



WHEREAS, by Resolution No. 806-2019, adopted on December 10, 2019, the Town Board authorized the Department of Public Works to enter into Contract No. PWC07-20, On-Call Engineering Services relative to Civil Engineering, with Lockwood Kessler, & Bartlett, Inc., for a two (2) year contract term, commencing on January 1, 2020 through December 31, 2021; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Highway Department, by memorandum dated June 10, 2021, requested that the Town Board authorize and direct the Comptroller to issue an encumbrance order in the amount of \$36,000.00, under Contract No. PWC07-20, for services relative to inspection and assessment of six (6) Town of Oyster Bay Salt Storage Buildings at various Town locations, and that funds are available in Account No. HWY H 5197 20000 000 2103 008,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is approved, and the Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$36,000.00, for Contract No. PWC07-20, in connection with the aforementioned project; and be it further

RESOLVED, That the funds for said payment shall 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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

June 10, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC07-20  
CIVIL ENGINEERING  
ACCOUNT NO.: HWY H 5197 20000 000 2103 008  
PROJECT ID NO. 2103 HWYDB-03

---

The consultant, Lockwood, Kessler & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC07-20 by Resolution No. 806-2019 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated May 14, 2021 from Lockwood, Kessler & Bartlett, Inc., regarding the scope of work to be performed in an amount not to exceed \$36,000.00. Services to be provided include Inspection and Assessment of six (6) Town of Oyster Bay Salt Storage Buildings located at various Town locations. Syosset Landfill/Highway Yard (2), Brooklyn Avenue Yard (2), Lake Avenue Yard (1), and Glen Head Yard (1).

Attached is an availability of funds in the amount of \$36,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 2103 008.

The Office of the Inspector General has reviewed 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 Lockwood, Kessler & Bartlett, Inc., under Contract No. PWC07-20, On-Call Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER

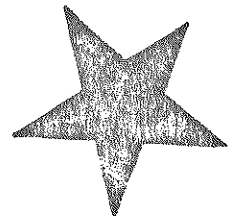
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL//MR/TLS/IK

Attachment

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

PWC07-20 Docket 36000 LKB





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



Requesting Division/Department

HIGHWAY

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

Contract Number PWC07-20

Contract Period JANUARY 01, 2020 TO DECEMBER 31, 2021

Consultant/Contractor LOCKWOOD, KESSLER & BARTLETT, INC.

Discipline INSPECTION AND ASSESSMENT OF SIX(6) TOWN SALT SHEDS

Total Authorization \$398,000.00

Resolution No. 806-2019 Date 12/10/2019

Funded To Date \$362,000.00

Amount Requested \$36,000.00

Account To Be Used HWY H 5197 2000 000 2105 008 -2105 HWY DB-03

If Capital Account, State The Related Contract Number: N/A

Description Of Work

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

ON-CALL SERVICES RELATIVE TO CIVIL ENGINEERING

INSPECTION AND ASSESSMENT OF SIX (6) TOWN SALT SHEDS

Work To Be Completed In Contract Period: Yes ☒ No ☐

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$ n/a

Requesting Division/Department

Signature

Title Deputy Commissioner of Highway

Date 6-7-21

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title Commissioner of Public Works

Date 6/8/21

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

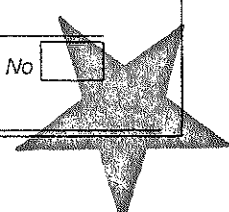
Amount Requested 36,000.00

Unencumbered Balance 1,061,000.00

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature

Date 6/7/21





# TOWN OF OYSTER BAY

## WORK ORDER



*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2020

Contract No. PWC07-20

Contract End 12/31/2021

Commencement Date \_\_\_\_\_

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

Vendor Name and Address

LOCKWOOD, KESSLER & BARTLETT, INC.

ONE ARIEL WAY

SYOSSET, NEW YORK 11791

Requesting Town Department HIGHWAY

Contact \_\_\_\_\_ Phone \_\_\_\_\_

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

INSPECTION AND ASSESSMENT OF SIX (6) TOWN SALT SHEDS

**This work order shall not exceed \$ \$36,000.00**

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

**Requesting Division/Department**

Signature

Title DEPUTY COMMISSIONER

Date

6-7-21

**Department Of Public Works Approval**

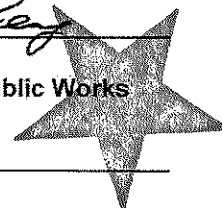
Only To Be Executed By The Commissioner

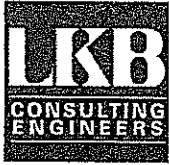
Signature

Commissioner of Public Works

Date

6/3/21





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

May 14, 2021

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

**RE: On-Call Engineering Services Relative to Civil Engineering  
Salt Storage Structure Assessments at Various Town Facilities PWC 07-20**

Commissioner Lenz:

Lockwood Kessler & Bartlett, Inc. (LKB) was requested to provide engineering services for the inspection and assessment of the six (6) Town Salt Storage Building(s) located at the following locations:

- Syosset Landfill/Highway Yard (2 salt storage sheds)
- Brooklyn Avenue Yard (2 salt storage sheds)
- Lake Avenue Yard
- Glen Head Yard

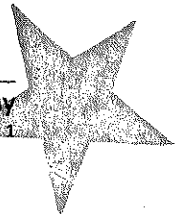
It is our understanding that the Town would like to assess their existing salt storage facilities to determine conditions, assess functionality, identify need for rehabilitation/improvements/alterations, and ensure conformance with regulatory agencies (Health Department). The goal of the project is to prolong the functional life of the facilities and ensure they adequately meet the operational needs of the Town.

**I. SCOPE OF SERVICES**

**A. FIELD INSPECTION AND ASSESSMENT**

Under this phase:

1. LKB staff associated with this project will attend project meetings with the Town, as required, to review project initiatives and progress and to identify existing concerns at each site.
2. LKB staff will perform site visits to each of the salt sheds to assess conditions and become familiar with the current site operations.
3. LKB will prepare a brief report documenting the conditions of each site and identifying recommended rehabilitation and/or improvements along with photos, and associated



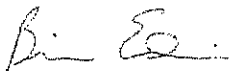
estimated costs. In addition, the report will identify measures if needed, to bring the site or operation into compliance with Department of Health or other regulatory agency requirements.

## II. FEE SCHEDULE

LKB will perform the aforementioned Engineering Services as described in I. SCOPE OF SERVICES, for the Lump Sum Fee of Thirty-Six Thousand Dollars (\$36,000.00), to be invoiced in accordance with our Town of Oyster Bay On-Call Agreement for Civil Engineering Services.

We are pleased to provide services to the Town and look forward to the successful completion of this project. Please feel free to contact our office if you have any questions.

Sincerely,  
LOCKWOOD, KESSLER & BARTLETT, INC.



Brian Ednie, P.E.  
Vice President of Civil Engineering



Meeting of December 10, 2019

Resolution No. 806-2019

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2019, advised that a Request for Proposals for On-Call Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC07-20, for a two (2) year term contract commencing January 1, 2020 through December 31, 2021 was issued to nine (9) firms, and was placed on the Town of Oyster Bay website; and

WHEREAS, in response to that Request for Proposals, sixteen (16) responses were timely received by the Division of Engineering; and

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

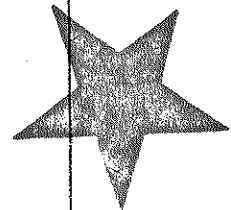
WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with AECOM USA, Inc., D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and N&P Engineering, Architecture and Land Surveying, PLLC, to provide On-Call Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-20, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC14-20 with AECOM USA, Inc., D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and N&P Engineering, Architecture and Land Surveying, PLLC, in accordance with the provisions thereunder for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

-#-

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

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



Reviewed By  
Office of Town Attorney

WHEREAS, Meredith Maus, Executive Director, Oyster Bay Main Street Association, P.O. Box 116, Oyster Bay, New York 11771, by letter dated June 4, 2021, requested the use of twelve (12) complete barricades and sixteen (16) traffic cones, as well as the closing of Audrey Avenue in the Oyster Bay hamlet, between Town Hall and Townsend Park and Audrey Avenue parking lot which is located across the street from 20<sup>th</sup> Century Bikes, installation of "No Parking" signs from 5:00 p.m. through 9:30 p.m., for the Dancing in the Street event, being held on July 2, 9, 16, 23, and August 6 and 13, 2021, from 7:00 p.m. until 9:00 p.m.; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated June 10, 2021, advised that the Highway Department has no objection to providing the requested items to the Oyster Bay Main Street Association, and to closing Audrey Avenue and Audrey Avenue parking lot on said dates and said times for the Oyster Bay Main Street Association's Dancing in the Street event; 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 Highway Department is hereby authorized to provide the use of twelve (12) complete barricades and sixteen (16) traffic cones, as well as the closing of Audrey Avenue in the Oyster Bay hamlet between Town Hall and Townsend Park and Audrey Avenue parking lot which is located across the street from 20<sup>th</sup> Century Bikes, installation of "No Parking" signs from 5:00 p.m. through 9:30 p.m., for the Oyster Bay Main Street Association's Dancing in the Street event, being held on July 2, 9, 16, 23, and August 6 and 13, 2021, from 7:00 p.m. until 9:00 p.m., subject to the following terms and conditions:

1. 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 designated representative;
2. That said organization will comply with New York State Guidelines for social distancing and are aware that the event may be canceled at anytime due to COVID-19;
3. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the aforementioned activities and its use of Town property; and
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 aggregate of \$2,000,000 and naming the Town of Oyster Bay as an additional insured in connection with the aforementioned activities.

-#-

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

|                      |        |
|----------------------|--------|
| Supervisor Saladino  | Aye    |
| Councilwoman Johnson | Aye    |
| Councilman Imbroto   | Aye    |
| Councilman Hand      | Aye    |
| Councilman Labriola  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Reviewed By  
Office of Town Attorney

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

June 10, 2021

**TO:** MEMORANDUM DOCKET

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** OYSTER BAY MAIN STREET ASSOCIATION  
DANCING IN THE STREET  
TO BE HELD FRIDAY EVENINGS – AUDREY AVENUE, OYSTER BAY  
JULY 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup> August 6<sup>th</sup> and 13<sup>th</sup> 2021


Enclosed please find a copy of the letter from Meredith Maus, Executive Director, requesting our assistance on behalf of the Oyster Bay Main Street Association in conducting the 10<sup>th</sup> season of the "Dancing in the Street" events on Audrey Avenue in Oyster Bay on Friday evenings July 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup>, August 6<sup>th</sup> and 13<sup>th</sup> 2021.

The Highway Department has no objection to the Oyster Bay Main Street Association utilizing the portion of Audrey Avenue in the Oyster Bay hamlet between Town Hall and the (Gazebo area) Townsend Park and Audrey Avenue which is located across the street from 20<sup>th</sup> Century Bikes for the "Dancing in the Street" events on Friday evenings from July 2<sup>nd</sup> through August 13<sup>th</sup>, 2021. The area will be closed from 5:00 p.m. until 9:30 p.m. to allow for set-up and break-down. The actual hours of the events will be from 7:00 p.m. until 9:00 p.m.

Further, the Highway Department will be pleased to provide twelve (12) complete barricades and sixteen (16) traffic cones and "No Parking" signs which will state the dates and times of the events to help traffic control and to keep cars off the street for the events, from July 3<sup>rd</sup> thru August 13<sup>th</sup>, 2021.

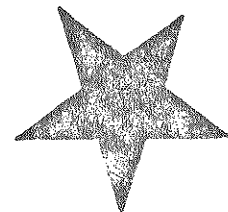
Oyster Bay Main Street Association are aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

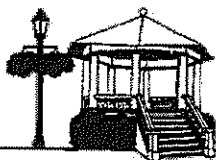
Also attached are the Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement, and Covid-19 Addendum Agreement to cover the event. Therefore, Town Board approval is requested.

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz

C: Justin McCaffrey, Commissioner, Department of Public Safety  
Richard Lenz, P.E. Commissioner DPW  
Grace SantaMaria, Highway Administration  
Peter Brown, General Foreman 002  
Steve Kelly, Sign Bureau Supervisor





# OYSTER BAY

## MAIN STREET ASSOCIATION

HIGHWAY DEPARTMENT

*Km 2*

### Officers

#### President

Sandra Coudert Graham

#### Vice-President

John Bonifacio

#### Treasurer

Timothy DiPietro

#### Secretary

Dianna Hauser

### Board of Directors

Claude Bahnik

Andrew Carr

Linda Cassola

Henry C. Clark

Kevin Curry

Mario Gallo

Janine Lizza

Richard McKean

Diane Meltzer

Alexis Pagano

Megan Pearson

### Advisory Board

Roger Bahnik

Robert Bruseca

John Collins

Harriet Gerard Clark

Kimberly Dey

Denice Evans-Sheppard

Kelly Fuhrmann

Jerritt Gluck

Rep. Steve Israel

Billy Joel

Leg. Joshua Lafazan

Richard LaMarca

Hunt & Beisy Lawrence

Colleen McKean

Edward Mohlenhoff

Robert Santos

Ryan Schlotter

Dr. Laura Seinfeld

William Sheeline

Dottie Simons

John Speere

Claudia Taglich

Alex Urdea

Councilwoman Vicki Walsh

June 4, 2021

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

Dear Deputy Commissioner Bishop,

The Oyster Bay Main Street Association would like to formally request permission to bring Dancing in the Street back to the downtown of Oyster Bay for the 2021 season. We would, once again, like to request that Audrey Avenue in the hamlet of Oyster Bay, between Town Hall and the municipal parking lot be closed for the duration of the event.

We are requesting the road be closed on 7/2, 7/9, 7/16, 7/23, 7/30, 8/6 and 8/13 from 5pm – 9:30pm to allow for the set up and break down of the event. The actual hours of the event are from 7pm to 9pm. To assist with traffic control for the event, we are requesting the use of 12 barricades, 16 cones, and additionally some "No Parking" signage to be placed in the area. If the cones and barricades can be delivered by 5pm on the first evening, OBMSA will be responsible for the equipment from July 2, 2021 through to when it is picked up on August 13, 2021.

We have read through the NYS guidance on outdoor events and have taken into consideration the need to leave the center of Audrey Ave clear for emergency vehicles in our proposed layout of the event. We will continue to adhere to New York State Guidelines regarding social distancing measures and understand that events may be cancelled due to Covid-19 if the state or Town of Oyster Bay requires it.

We further acknowledge, that in the event of a conflict with the closure of the road the Town has the right to cancel any date required and will make all efforts to provide OBMSA with a two-week notice.

If there are any questions regarding our protocols or further requirements, please do not hesitate to contact me by phone at 516.922.6982 or email: [maus@obmsa.org](mailto:maus@obmsa.org).

Thank you for your consideration.

Sincerely,

Meredith Maus  
Executive Director  
[maus@obmsa.org](mailto:maus@obmsa.org)

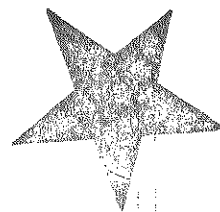
### Staff

#### Executive Director

Meredith Maus

#### Project Manager

Sasha Freedman





OYSTBAY-01

CBROKER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/4/2021

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  
Geo. V. Bullen & Son Inc.  
3333 New Hyde Park Road  
Suite 300  
New Hyde Park, NY 11042

CONTACT NAME:  
PHONE (A/C, Ho, Est): (516) 462-7200 FAX (A/C, Mob): (516) 439-4341  
E-MAIL: mail@gvbullen.com

INSURED

Oyster Bay Main Street Association Inc.  
PO Box 116  
Oyster Bay, NY 11771

INSURER(S) AFFORDING COVERAGE  
INSURER A: Continental Casualty Company NAIC # 20443  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR<br>LTR | TYPE OF INSURANCE  | ADDL<br>INSR                        | POLICY<br>NO | POLICY<br>EFF<br>DATE | POLICY<br>EXP<br>DATE | LIMITS   |
|-------------|--|-------------------------------------|--------------|-----------------------|-----------------------|--|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC<br>OTHER: | X                                   | 84025932909  | 6/3/2019              | 6/3/2020              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 900,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$ 2,000,000 |
|             | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |                                     |              |                       |                       | COMBINED SINGLE LIMIT (Per accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|             | UMBRELLA LIAB<br>EXCESS LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTIONS  |                                     |              |                       |                       | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> N/A |              |                       |                       | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

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

RE: Dancing in the Street Event

Event will take place on the days as followed: 7/2, 7/9, 7/16, 7/23, 7/30, 8/6 and 8/13. from 5:50 pm to 9:30 pm

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

## CERTIFICATE HOLDER

## CANCELLATION

The Town of Oyster Bay  
54 Audray Avenue  
Oyster Bay, NY 11771

Reviewed By  
Office of Town Attorney

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1985-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 4025932909

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

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

However:

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

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

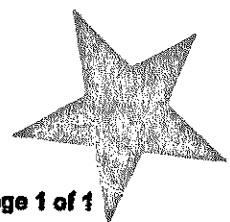
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

Reviewed By  
Office of Town Attorney



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

This Agreement is made this 4th day of June 2021, by the Oyster Bay Main Street Association, Inc. (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as the section of Audrey Avenue extending from the municipal parking lot adjacent to 54 Audrey Avenue to the intersection with Spring Street. To help control the flow of traffic we request that 12 barriers and 16 cones be placed in the referenced municipal parking lot near the generator

For the event described as Dancing in the Street

The property/equipment is need from 5 pm to 9:30 pm on the following dates: 7/2; 7/9; 7/16; 7/23; 7/30; 8/6; 8/13.

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

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

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

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

Name of Organization:

Oyster Bay Main Street Association, Inc.

Address of Organization:

P.O. Box 116

Oyster Bay, NY 11771

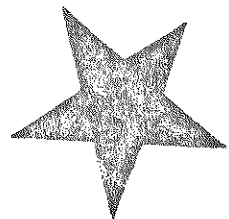
By: Theredita Thano

Authorized Representative

Title: Executive Director

Telephone Number: 516.922.6982

Reviewed By  
Office of Town Attorney





**TOWN OF OYSTER BAY  
ADDENDUM TO PERMIT APPLICATION**

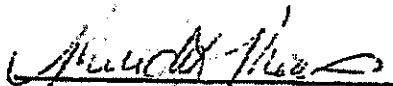
Applicant Name: Oyster Bay Main Street Association, Inc

Event Description: Dancing in the Street

Event Date: 7/2, 7/9, 7/16, 7/23, 7/30, 8/6, 8/13 - 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.

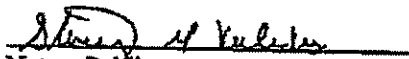
For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.


  
Applicant Signature

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

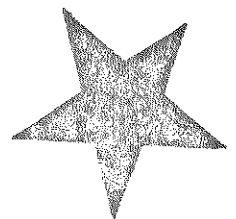
On the 4 day of June, 2021, before me, the undersigned, personally appeared Stacey M. Kaloudis personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her 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. 01KA8401499  
Qualified in Nassau County  
Commission Expires December 8, 2023

  
Notary Public

Reviewed by  
Office of Town Attorney  


Last Revised: May 5, 2021





**DATE:** 6/10/2021

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** OBMSA Dancing in the Streets

**PLEASE DELIVER TO:**

The parking lot on Audrey  
Avenue across from 20<sup>th</sup>  
Century Bikes

**CONTACT:** Meredith Maus  
516-922-6982

**DATE OF EVENT:** Every Friday 7/2/21  
Through 8/13/21

**SNOW FENCE:**

**BARRICADES:** 12

**CONES:** 16

**SHORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** July 1, 2021

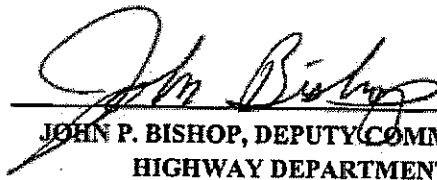
**PICKUP ON:** August 16, 2021

**SWEEPING BEFORE AFFAIR IS NEEDED:**

XX  
YES NO

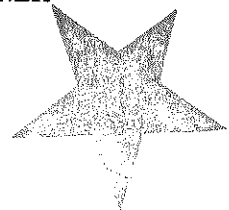
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz

  
\_\_\_\_\_  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

CC: Peter Brown, General Foreman 002  
Public Safety Division  
Mike Ricardo, Regional Foreman 009  
Kevin Freiberg, Area Foreman 013

Dan Kornfeld



Reviewed By  
Office of Town Attorney  
*[Signature]*  
*[Signature]*

WHEREAS, Lisa W. Ott, President & CEO, North Shore Land Alliance, Inc., P.O. Box 658, 1395 Planting Fields Road Oyster Bay, New York 11771, by undated letter, requested the use of Municipal Parking Field O-6 (Fireman's Field) in Oyster Bay, the temporary placement of "No Parking" signs upon, and the closure of, said Field, twenty (20) complete barricades and ten (10) traffic cones, for the North Shore Alliance Clean Water Vendor Day, to be held on Wednesday, July 14, 2021, from 9:00 a.m. through 3:00 p.m., with a rain date of Thursday, July 15, 2021; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated June 9, 2021, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Department has no objection to providing the North Shore Land Alliance Inc., with the use of Municipal Parking Field O-6 (Fireman's Field) in Oyster Bay, the temporary placement of "No Parking" Signs upon, and the closure of, said Field, twenty (20) complete barricades and ten (10) traffic cones, for the North Shore Land Alliance Clean Water Vendor Day, to be held on Wednesday, July 14, 2021, from 9:00 a.m. through 3:00 p.m., with a rain date of Thursday, July 15, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts and approves the abovementioned request, and hereby authorizes the Highway Department to provide the North Shore Land Alliance Inc., with the use of Municipal Parking Field O-6 (Fireman's Field) in Oyster Bay, the temporary placement of "No Parking" Signs upon, and the closure of, said Field twenty (20) complete barricades and ten (10) traffic cones, for the North Shore Land Alliance Clean Water Vendor Day, to be held on Wednesday, July 14, 2021, from 9:00 a.m. through 3:00 p.m., with a rain date of Thursday, July 15, 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 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; and be it further

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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

June 9, 2021

**TO:** MEMORANDUM DOCKET

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

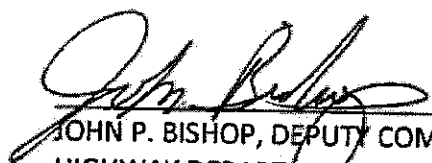
**SUBJECT:** NORTH SHORE LAND ALLIANCE VENDOR DAY  
JULY 14<sup>TH</sup> 2021 – R/D JULY 15<sup>TH</sup> 2021

Enclosed please find a copy of the letter from Lisa Ott, President and CEO, of the North Shore Land Alliance, requesting our assistance in conducting their North Shore Vendor Day on Wednesday, July 14, 2021 with a rain date of Thursday, July 15, 2021.

The Highway Department has no objection to the organizations closing Parking lot O-6 (Fireman's Field) in Oyster Bay and will provide "No Parking" signs to close the parking lot on the above mentioned dates from 9:00 A.M. to 3:00 P.M. Further, the Highway Department can readily supply twenty (20) complete barricades and ten (10) traffic cones for the event.

North Shore Land Alliance 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 Certificates of Insurance, Endorsement Sheet, Hold Harmless Agreement, and the Covid-19 Addendum Agreement to cover the 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    Steve Kelly, Sign Bureau Supervisor  
Grace SantaMaria, Highway Administration    Justin McCaffrey, Dept. Public Safety  
Peter Brown, General Foreman 002





# NORTH SHORE LAND ALLIANCE INC.

P.O. Box 658  
1395 Planting Fields Road  
Oyster Bay, NY 11771  
Tel: 516.922.1028  
Fax: 516.922.1075  
info@northshorelandalliance.org  
www.northshorelandalliance.org

**Board of Trustees**  
Hoyle Jones, *Board Chair*  
Luis Rinaldini, *Senior Vice Chair*  
John Bralower, *Vice Chair*  
Augusta Reese Donohue, *Vice Chair*  
Tim Dooley, *Vice Chair*  
Hollis Russell, *Vice Chair*  
Jonathan Moore, *Treasurer*  
Tom Lieber, *Secretary*

Rosemary Bourne  
Christoph Cushman  
Nancy Douzinas  
Jack Foley  
Susan Foley  
Max Geddes  
Lynn Gray  
Meghan Hagedorn  
DR Holmes  
Shauna Leopold  
Bridget Macaskill  
Patrick Mackay  
Patsy Mayer  
Tom McGrath  
Valerie Ohlstrom  
Frank O'Keefe  
Claudia Overstrom  
Nicholas Paumgarten  
Julie Rinaldini  
Larry Schmidlapp  
Ray Schuville  
Frank Segarra  
Ben Stokes  
Zach Taylor  
Jean Thatcher  
Eric Vaughn  
Paul Vermylen  
Paula Weir

**Chairman Emeritus**  
Carter Bales

**Trustees Emeritus**  
Daniel Davison  
Clarence Michalis

**Advisory Board**  
Matthew Bruderman  
Ann Cannell  
Judith Chapman  
George Ebzle  
Eric Fornell  
Louise Harrison  
Tom Hogan  
Erik Kuleseld  
Neal Lewis  
Robert MacKay  
Sarah Meyland  
Peter Schiff  
Ted Smith  
John Turner  
Richard Weir  
Tom Zoller

**Staff**  
Lisa Ott, *President & CEO*  
Andrew Geisel, *Land Conservation Director*  
Jane Jackson, *Stewardship Director*  
Nina Muller, *Campaign Director*  
Meghan Leverock, *Associate Director*  
Andrea Millwood, *Associate Director*  
Linda Rosenthal, *Associate Director*  
Mimi DeSena, *Finance Manager*  
Mary Schmutz, *Stroll Garden Manager*  
Jennifer Simone, *Office Manager*  
Liz Swenson, *Events Manager*  
Jenny Einhorn, *Public Relations Manager*  
Katherine Coughlin, *Water Quality Improvement Coordinator*

HIGHWAY DEPARTMENT  
Kin Z.

## Long Island Clean-Water Vendor Day Letter of Request:

On Long Island, nitrogen pollution from outdated septic systems has been named the number one cause of harmful algal blooms, fish kills, and the overall decline of the shellfish industry. Clean-water nitrogen-reducing wastewater treatment systems can now significantly improve water quality conditions on Long Island. However, clean-water technology is relatively new and an overall unfamiliarity of the technology has caused a slowdown in installations. The objective of Long Island Clean-Water Vendor Day is to provide technical professionals with the opportunity to gain expertise in clean-water technology. Interested parties including design professionals, building inspectors, local government officials, environmental groups, homeowners, and small business owners will have an opportunity to learn about clean-water technology from clean-water septic distributors on Long Island.

Prior to Vendor Day a series of prerecorded videos will be available for attendees to learn about nitrogen pollution from clean-water systems. During the event, attendees will have the opportunity to travel in small groups from vendor to vendor and ask questions about clean-water technology.

The North Shore Land Alliance is requesting the use of Fireman's Field for Vendor Day on July 14<sup>th</sup>, 2021 between 9AM and 3PM, with a rain date on July 15<sup>th</sup>. The Land Alliance will adhere to COVID-19 guidelines pursuant to the most current New York State guidance. The Land Alliance understands that North Shore Vendor Day can be cancelled at any time due to COVID-19.

### Event Details:

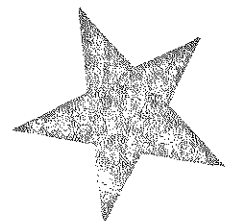
|                                  |  |
|----------------------------------|--|
| <b>Hosts:</b>                    | North Shore Land Alliance & Friends of the Bay                   |
| <b>Primary Contact:</b>          | Katherine Coughlin (katherine@northshorelandalliance.org)        |
| <b>Date:</b>                     | July 14 <sup>th</sup> , 2021 (Wednesday)                         |
| <b>Rain Date:</b>                | July 15 <sup>th</sup> , 2021 (Thursday)                          |
| <b>Time of Event:</b>            | 10AM-2PM   |
| <b>Time Requested for Venue:</b> | 9AM-3PM (1 hour for set up and 1 hour for breakdown)             |
| <b>Location:</b>                 | Fireman's Field (Lat 06) between Shore Avenue and Maxwell Avenue |

The Land Alliance looks forward to working with the Town of Oyster Bay to support North Shore Vendor Day and continuing to improve water quality throughout Long Island.

Sincerely,

*Lisa W. Ott*

Lisa Ott  
President & CEO



Protecting Open Space on Long Island's North Shore



NORTSHO-02

BAVERHART

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/26/2021

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 License # 0036861  
Chantilly-Affiant Ins Svc Inc.  
4530 Walnut Rd Ste 200  
Chantilly, VA 20151-2285

CONTACT NAME: Balisha Averhart

PHONE (A/C No., Ext.): (703) 397-0977

FAX (No.): (703) 397-0995

E-MAIL ADDRESS:

## INSURED

The North Shore Land Alliance, Inc.  
PO Box 658  
Oyster Bay, NY 11771

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Pacific Indemnity Company

20346

INSURER B: Hartford Accident and Indemnity Company

22357

INSURER C: Federal Insurance Company

20281

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSUR TYPE | TYPE OF INSURANCE   | ADDITIONAL INSURED | POLICY NUMBER   | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS  |
|------------|---|--------------------|-----------------|-------------------------------|-------------------------------|---|
| A          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  | X                  | 35837285        | 12/31/2020                    | 12/31/2021                    | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$ Included |
| B          | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY |                    | 42 UEC NA9898   | 11/28/2020                    | 11/28/2021                    | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| C          | <input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CLAIMS-MADE  |                    | 7984-60-28      | 12/31/2020                    | 12/31/2021                    | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$<br>Aggregate \$ 2,000,000  |
| C          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in RI)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N/A         | (21) 7175-76-08 | 12/31/2020                    | 12/31/2021                    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - PER EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 600,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Event date: 7/14/2021 rain date 7/15/2021.

Event name: Long Island Clean-Water Vendor Day.

The Certificate Holder is an additional insured with respect to the General Liability as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The Town of Oyster Bay Highway  
Attn: Kimberly Zarvos  
150 Miller Place  
Syosset, NY 11771

Reviewed By  
Office of Town Attorney

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**CHUBB**

**Liability Insurance**

**Endorsement**

**Policy Period** DECEMBER 31, 2020 TO DECEMBER 31, 2021  
**Effective Date** DECEMBER 31, 2020  
**Policy Number** 3583-72-65 EUC  
**Insured** THE NORTH SHORE LAND ALLIANCE, INC.  
**Name of Company** PACIFIC INDEMNITY COMPANY  
**Date Issued** NOVEMBER 30, 2020

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured**

**Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Insurance

Form 80-02-2387 (Rev. 5-07)

Additional Insured - Scheduled Person Or Organization  
Endorsement

Reviewed By  
Office of Town Attorney

continued  
Page 1

**CHUBB**

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

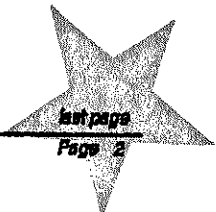
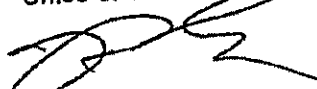
Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Reviewed By  
Office of Town Attorney







**Conserve-A-Nation<sup>®</sup>  
Insurance Program**

**Complete and mail or fax to:**

Alliant Insurance Services, Inc.  
4530 Walney Road, Suite 200  
Chantilly, VA 20151  
(800) 298-7373 / (703) 397-0995 Fax  
E-mail: [conserve@alliantinsurance.com](mailto:conserve@alliantinsurance.com)

**Certificate of Insurance Request**

**Contact Information**

Organization name: The North Shore Land Alliance Date: 05/24/2021  
Mailing address: PO Box 658  
City: Oyster Bay State: NY ZIP Code: 11771  
Contact name: Katherine M. Coughlin Email: Katherine@northshorelandalliance.org  
Phone: 516-922-1028 Fax: 516-922-1075

**Items Required (check all that apply)**

- ☒ Certificate of Insurance (proof of insurance)  
☒ Additional Insured Requested (attach any additional instructions)  
☐ Special Form Required (attach form)

**Reason Certificate Requested**

- ☐ For owner of land; include address/location of land \_\_\_\_\_  
☒ For a municipality  
☐ For an event site owner  
Event name: Long Island Clean-Water Vendor Day  
Estimated number of people attending: 200 Dates: 07/14/2021 rain date 7/15/2021  
Your organization will be: ☐ Main sponsor ☒ Co-sponsor ☒ Vendor  
☐ Grant or other: \_\_\_\_\_

**Certificate Holder/Additional Insured (if requested)**

Name and mailing address of person or organization that requested proof of insurance from you:

Holder name: The Town of Oyster Bay Highway  
Address: 150 Miller Place  
City: Syosset State: NY ZIP Code: 11791  
Attention: Kimberly Zervos  
Email: kzervos@oysterbay-ny.gov Fax: \_\_\_\_\_

**Events Covered**

The following events are covered when attendance is less than 500: meetings and seminars; picnics and dinners; festivals and concerts; bike races and treks; foot races and treks; auctions; and golf tournaments.

Complete a Special Event Coverage application to receive a quotation for coverage if your planned event falls outside these parameters (greater than 500 or not on the above list).

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

This Agreement is made this 26th day of May 2021, by The North Shore Land Alliance (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Lot 06 at Freeman's Field. Vendor Day will be an event to provide technical professionals, homeowners, and small business owners, and government officials with the opportunity to view nitrogen-reducing, clean-water septic systems. Clean-water septic distributors will show their tech and attendees will have the opportunity to ask questions.

Please provide cones and or barricades to block lot off for event.

for the event described as Long Island Clean-Water Vendor Day

The property/equipment is needed from 7/13/2021 to 7/15/2021

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

North Shore Land Alliance

Address of Organization

1395 Planting Fields Road, The Manor House  
Oyster Bay, New York, 11771

By:

Lisa W. Ott  
Authorized Representative

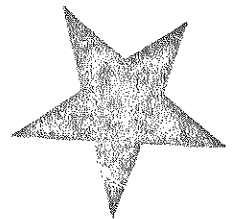
Title: President & CEO

Telephone Number: (516) 922-1028

s:\attorney\att\hold harmless for use of town property equip.docx

Reviewed By  
Office of Town Attorney

*[Signature]*





**TOWN OF OYSTER BAY  
ADDENDUM TO PERMIT APPLICATION**

**Applicant Name:** Lisa Ott, President & CEO, North Shore Land Alliance

**Event Description:** North Shore Clean-Water Vendor Day

**Event Date:** 7/14/2021 (Rain Date: 7/15/2021)

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/>.

Lisa W. Ott

Applicant Signature

STATE OF NEW YORK )

) ss:

COUNTY OF NASSAU )

On the 3rd day of June, 2021, before me, the undersigned, personally appeared Lisa W. Ott 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

Jennifer B. Leone

JENNIFER B. LEONE  
NOTARY PUBLIC-STATE OF NEW YORK

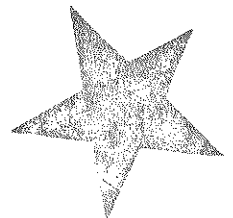
No. 01515121389

Qualified in Nassau County

My Commission Expires 01-18-2024

25

Last Revised: May 5, 2021



**DATE:** 6/9/21

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** North Shore Land Alliance Vendor Day

**PLEASE DELIVER TO:**

The parking lot on Audrey  
Avenue – Lot O-6

**CONTACT:** Katherine Coughlin  
516-922-6982 C: (315) 345-0263

**DATE OF EVENT:** 7/14/21 R/D 7/15/21

**BARRICADES:** 20

**CONES:** 10

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** July 13, 2021

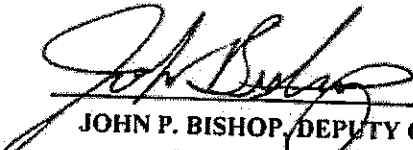
**PICKUP ON:** July 16, 2021

**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  
Jeff VanNostrand, Woodshop



WHEREAS, by Resolution No. 293-2018, adopted May 22, 2018, the Town Board authorized the Supervisor or his designee to execute a consultant agreement with N&P Engineers and Land Surveying, PLLC, subject to the final approval of and funding by the Governor's Office of Storm Recovery, for the performance of engineering services relative to Contract No. H18-171-P1, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 1, Outfall 126 System (Harbor Place) and Outfall 67 System (Cabot Road West); and

WHEREAS, Russell Z. Scott, PE, Senior Partner, N & P Engineering, Architecture and Land Surveying, PLLC, by letter dated May 18, 2021, requested modification of the task specific funding authorization detailed in its original project agreement, relative to Contract No. H18-171-P1, in order to reallocate direct surplus funding from the Preliminary Design Report through 90% Design Documents (Tasks 1-9) and Bid Review and Award Phase (Task 11), to Final Design Drawings Task 10 and Construction Inspection Task 12, at no change to the overall engineering costs associated with this project; and

WHEREAS, Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 14, 2021, advised that the Governor's Office of Storm Recovery will approve the aforementioned modification of the project agreement, relative to Contract No. H18-171-P1, by N & P Engineering, Architecture and Land Surveying, PLLC, subject to the Town's execution of a "Contract Amendment and Change Order" form required by the Governor's Office of Storm Recovery; and

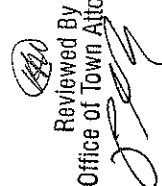
WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated June 14, 2021, recommended that the Town Board approve the above referenced modification to the project agreement, relative to Contract No. H18-171-P1, by N & P Engineering, Architecture and Land Surveying, PLLC, and requested that the Supervisor, or his designee execute the "Contract Amendment and Change Order" form required by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the modification of the project agreement, relative to Contract No. H18-171-P1, by N & P Engineering, Architecture and Land Surveying, PLLC, is approved, and the Supervisor, or his designee, is hereby authorized and directed to execute the "Contract Amendment and Change Order" form required by the Governor's Office of Storm Recovery.

-#-

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

|                      |         |
|----------------------|---------|
| Supervisor Saladino  | Aye     |
| Councilwoman Johnson | Recused |
| Councilman Imbroto   | Aye     |
| Councilman Hand      | Aye     |
| Councilman Labriola  | Absent  |
| Councilwoman Maier   | Absent  |
| Councilwoman Walsh   | Aye     |

Reviewed By  
Office of Town Attorney  


TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 18, 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 15, 2021  
MODIFICATION TO CONSULTANT AGREEMENT  
FLOOD DIVERSION AND CONTROL PROJECTS FOR MASSAPEQUA AND MASSAPEQUA  
PARK, PROJECT 1: OUTFALL 126 SYSTEM (HARBOR PL) AND OUTFALL 67 SYSTEM (CABOT  
RD WEST) AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. H18-171-P1

---

In furtherance to Item No. 20 of the docket of June 15, 2021, this project provides for Flood Diversion and Control Projects For Massapequa and Massapequa Park, as described in the Massapequas NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery. Town Board Resolution 293-2018, dated May 22, 2018, awarded the engineering services for this contract to N&P Engineers & Land Surveyor, PLLC in the total amount of \$449,135.00.

The office of N&P Engineers & Land Surveyor, had submitted the attached letter, dated May 18, 2021, requesting that the task-specific funding authorization that was detailed in their project Agreement be modified to direct surplus funding from the Preliminary Design Report through 90% Design Documents (Tasks 1-9) and Bid Review and Award phase (Task 11) to be reallocated to Final Design Drawings Task 10 and to Construction Inspection Task 12. This budget modification will result in no change to the overall engineering services cost.

As stated in the attached memo from the Department of Intergovernmental Affairs, dated June 14, 2021, the Governor's Office of Storm Recovery has agreed to this change and has prepared the attached 'Contract Amendment and Change Order' which has been signed by N&P Engineers & Land Surveyor, and must be executed by the Town. By Resolution 293-2018, dated May 22, 2018 the Supervisor, or his designee has been authorized to execute this Agreement.

Therefore, it is requested that the budget allocation request by N&P Engineers & Land Surveyor, for Contract No. H18-171-P1, resulting in no additional cost, be accepted and the project-specific Consultant Agreement be modified accordingly.



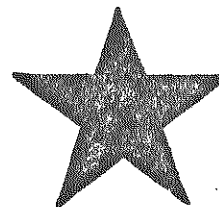
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/lk

Attachments

c: Steven Ballas, Comptroller  
Colin Bell, Deputy Commissioner/IGA  
Daniel Midgett, Division of Engineering

H18-171-P1 DOCKET N&P CONTRACT MODIFICATION SUPP





May 18, 2021

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

**RE: Town of Oyster Bay - Massapequa Flood Diversion Control Project No. 1**  
**Outfalls 126 & 67 (Harbor Place/Cabot Road West)**  
**Bid No. PW 034-20**  
**Nelson + Pope No. 18178**  
**Request for Contract Amendment**

Dear Commissioner Lenz:

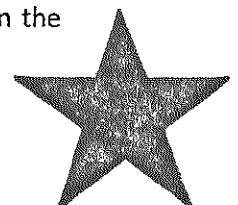
Nelson + Pope is respectfully requesting the reallocation of the remaining budget in the Design tasks be moved to the "100% Final Design Drawings and Specifications" and "Construction Administration and Observation" Tasks for the above referenced project. There is no increase in overall cost. The breakdown is as follows, (please refer to the accompanying worksheet for additional reference):

- Design Tasks 1 thru 9 & Task 11– The Remaining Balance for these tasks is \$55,422.22. The Budget for Task No. 10, "100% Final Design Drawings and Specifications" was exceeded by \$20,431.59. We are requesting that \$20,431.59 of the balance from Tasks 1 thru 9 and 11 be allocated to Task 10. This would change the budget for Task 10 to \$42,511.59.
- Nelson + Pope is also requesting that the remaining balance of \$34,990.63 be allocated to Task 12 "Construction Inspection." The new budget for this task would be \$158,830.63.

Currently the Construction Administration and Observation budget of \$123,840.00 allows for only about 4 hours of inspection per day based on the contractor's schedule of 270 days. The additional money from the design would allow for additional coordination, including shop drawing/submittal review, utility coordination, daily inspection time, improved oversight of the contractor, project scheduling, contractor claim review, response to any Requests for Information (RFI's), project meetings, coordination with community residents and continued coordination throughout the project's duration.

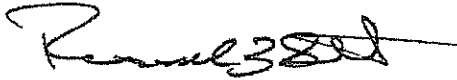
It should be noted that utilization of WMBE firms and previous commitments will remain the same since there is no increase in the overall contract.

N&P Engineering, Architecture and Land Surveying, PLLC  
70 Maxess Road, Melville, NY 11747 • 631.427.5665 • nelsonpope.com



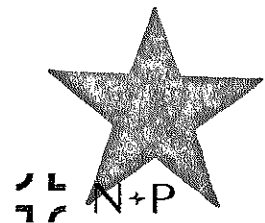
Thank you for the opportunity to present this request for the reallocation of \$53,316.00 as depicted on GOSR's Cost Price Summary Sheet. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me via e-mail at [rscott@nelsonpope.com](mailto:rscott@nelsonpope.com).

Yours truly,  
**NELSON + POPE**



Russell Z. Scott, PE  
Senior Partner

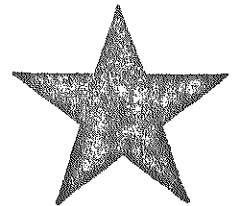
cc: Colin Bell, Town of Oyster Bay  
John Tassone, Town of Oyster Bay





**TOWN OF OYSTER BAY - MASSAPEQUA FLOOD DIVERSION PROJECT NO. 1  
OUTFALLS 126 & 67 / HARBOR PLACE / CABOT ROAD WEST  
COST ALLOCATION BREAKDOWN**

| Task | Description                          | Budget        | Invoice      |              |              |              |              |              | Total Billed  | Remaining      | Revised Budget Amount |
|------|--------------------------------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|----------------|-----------------------|
|      |                                      |               | #1           | #2           | #3           | #4           | #5           | #6           |               |                |                       |
| 1    | Preliminary Tech Design Report       | \$ 16,770.00  | \$ 4,055.44  | \$ 12,027.06 |              |              |              |              | \$ 16,082.50  | \$ 687.50      | \$16,082.50           |
| 2    | Final Tech Design Report             | \$ 11,160.00  |              | \$ 6,192.12  |              |              |              |              | \$ 6,192.12   | \$ 4,967.88    | \$6,192.12            |
| 3    | Topographic Survey and Basemapping   | \$ 87,180.00  | \$ 3,732.09  | \$ 39,141.89 | \$ 43,327.28 |              | \$ 417.75    |              | \$ 86,619.01  | \$ 560.99      | \$86,619.01           |
| 4    | Right-of-Way Mapping                 | \$ 35,740.00  |              |              |              |              |              |              | \$ -          | \$ 35,740.00   | \$0.00                |
| 5    | Coordination with Public Utilities   | \$ 6,015.00   |              |              | \$ 1,430.88  | \$ 1,117.89  | \$ 413.94    | \$ 845.40    | \$ 3,808.11   | \$ 2,206.89    | \$3,808.11            |
| 6    | Soil Boring and Pavement Cores       | \$ 10,000.00  |              | \$ 3,000.00  |              |              |              |              | \$ 3,000.00   | \$ 7,000.00    | \$3,000.00            |
| 7    | 30% Design Plans                     | \$ 43,080.00  | \$ 10,543.14 | \$ 18,809.07 | \$ 13,727.79 |              |              |              | \$ 43,080.00  | \$ -           | \$43,080.00           |
| 8    | 60% Design Plans                     | \$ 46,890.00  |              |              | \$ 6,080.55  | \$ 40,587.78 |              |              | \$ 46,668.33  | \$ 221.67      | \$46,668.33           |
| 9    | 90% Design Plans                     | \$ 39,870.00  |              |              |              | \$ 35,177.54 | \$ 4,538.76  |              | \$ 39,716.30  | \$ 153.70      | \$39,716.30           |
| 10   | 100% Final Design Drawings and Specs | \$ 22,080.00  |              |              |              |              | \$ 7,010.01  | \$ 35,501.58 | \$ 42,511.59  | \$ (20,431.59) | \$42,511.59           |
| 11   | Bid Review and Award                 | \$ 6,510.00   |              |              |              |              |              | \$ 2,626.41  | \$ 2,626.41   | \$ 3,883.59    | \$2,626.41            |
| 12   | Construction Inspection              | \$ 123,840.00 |              |              |              |              |              |              | \$ -          | \$ 123,840.00  | \$123,840.00          |
|      |                                      | \$ 449,135.00 | \$ 18,330.67 | \$ 79,170.14 | \$ 64,556.50 | \$ 76,883.21 | \$ 12,380.46 | \$ 38,973.39 | \$ 290,304.37 | \$ 158,830.63  | \$449,135.00          |
|      | Reallocated Money Task               |               |              |              |              |              |              |              |               |                |                       |
|      | Increase Budget Task                 |               |              |              |              |              |              |              |               |                |                       |



TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO: RICHARD LENZ, P.E., COMMISSIONER  
PUBLIC WORKS/HIGHWAYS

FROM: COLIN BELL, DEPUTY COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

DATE: JUNE 14, 2021

SUBJECT: MASSAPEQUA FLOOD DIVERSION CONTROL PROJECT NO. 1:  
HARBOR PLACE / CABOT ROAD WEST

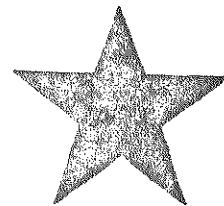
---

Nelson and Pope, Engineering, Architecture and Land Surveying, PLLC have been procured by the Town for the purpose of providing engineering services and construction management services in connection with the federally funded Harbor Place / Cabot Road West Flood Diversion Project. This Project has been recently advanced to the construction phase.

As detailed through the enclosed request letter, Nelson and Pope are requesting a budget reallocation which does not result in a change to the overall contract value. The Town's Department of Intergovernmental Affairs has corresponded with the Governor's Office of Storm Recovery (GOSR), as the funding agency supporting this Project, regarding this matter. GOSR has indicated they will approve this zero-dollar increase contract amendment contingent upon the Town's execution and submission of a GOSR Community Reconstruction and Infrastructure and Local Government Programs Contract Amendment and Change Order form.

Please review the enclosed request from Nelson and Pope and upon your approval, proceed with a request to the Town Board authorizing said contract amendment.

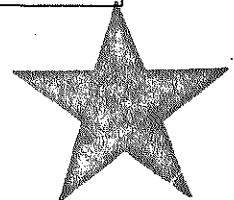
  
\_\_\_\_\_  
Colin Bell  
Deputy Commissioner

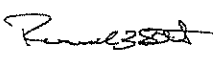


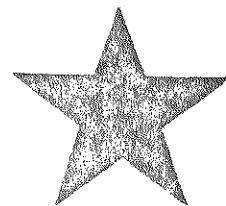
**GOSR Community Reconstruction and  
Infrastructure and Local Government  
Programs Contract Amendment and Change  
Order**

**Request for Approval – Part 1**

|   |  |
|---|--|
| Contractor/A/E/Vendor:<br>N&P Engineering, Architecture and<br>Land Surveying, PLLC   | Contract Amendment/Change Order Number:<br>1   |
|   | Project Name:<br>Project 1, Harbor Place and Cabot Road West   |
| Subrecipient:   |  |
| Date of CA/CO Request:  | Date Contract was Originally Executed:   |
| Change is: (Select one; the change cannot be multiple categories)<br><input type="checkbox"/> Construction Change Order<br><input checked="" type="checkbox"/> A/E Contract Amendment<br><input type="checkbox"/> Other Contract Change (other professional services or allowances) |  |
| Description and reason for this Contract Amendment/Change Order:<br>Reallocation of remaining budget in the design task to be moved to Construction Administration to provide full time inspection, currently the budget allows for less than 8 hours per day.                      |  |
| Description of any changes to Contract completion dates and milestones:<br>None   |  |
| Attachments: (List and attach documents supporting change and justifying cost and time)   |  |
| Change in Contract price <sup>3</sup> :<br><b>\$0.00</b>  | Change in Contract times:<br><b>None</b>   |
| Original Contract price:<br><b>449,135.00</b>   | Original Contract times: (calendar days or dates)  |
| Contract value change from previous Contract Amendments/Change Orders Number ___ to ___ \$___   | Contract schedule change from previous Contract Amendments/Change Orders Number ___ to ___ (calendar days or new contract completion date) _____ |



|  |  |
|--|--|
| Contract price <i>prior</i> to this Contract Amendment/Change Order: \$ 449,135.00   | Contract times <i>prior</i> to this Contract Amendment/Change Order: (calendar days or date)                       |
| Contract price with all approved Contract Amendments/Change Orders (including this CA/CO): \$ 449,135.00   | Contract times with all approved Contract Amendments/Change Orders (including this CA/CO): (calendar days or date) |
| <b>For Contract Amendments</b>   |  |
| ACCEPTED: (A/E/Vendor) <span style="float: right;">Russell Z. Scott</span><br><div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div>           By:<br/>           Name, Title:<br/>           Date:         </div> <div style="text-align: center;"> <br/>           Russell Z. Scott, Senior Partner<br/>           2/11/21         </div> <div style="text-align: right;">           2021-02-11 15:24:<br/>           17         </div> </div> |  |
| <b>For Change Orders</b>   |  |
| RECOMMENDED: (A/E)<br><br>By:<br>Name,<br>Title: Date  | ACCEPTED: (Contractor)<br><br>By:<br>Name, Title: Date   |
| <b>For Contract Amendments and Change Orders</b>   |  |
| EXECUTED: (Subrecipient) By:<br>Name, Title:<br>Date:  |  |



Meeting of May 22, 2018

Resolution No. 293-2018

Reviewed By  
Office of Town Attorney  
M. J. Saladino

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 19, 2018, advised that, in connection with Contract No. H18-171-P1, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 1, Outfall 126 System and Outfall 67 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P1, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P1 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$449,135.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding of this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a required consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P1 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$449,135.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

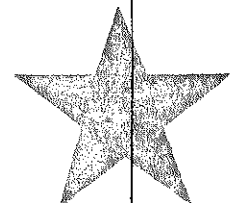
RESOLVED, That the Supervisor, or his designee, is authorized to execute a required consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

-#-

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

|                       |         |
|-----------------------|---------|
| Supervisor Saladino   | Aye     |
| Councilman Muscarella | Aye     |
| Councilman Macagnone  | Absent  |
| Councilwoman Alesia   | Nay     |
| Councilwoman Johnson  | Recused |
| Councilman Imbroto    | Aye     |
| Councilman Hand       | Aye     |

cc: Supervisor  
Town Attorney  
Comptroller  
Intergovernmental Affairs  
Public Works



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 14, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : MODIFICATION TO CONSULTANT AGREEMENT  
FLOOD DIVERSION AND CONTROL PROJECTS FOR MASSAPEQUA AND MASSAPEQUA  
PARK, PROJECT 1; OUTFALL 126 SYSTEM (HARBOR PL) AND OUTFALL 67 SYSTEM (CABOT  
RD WEST) AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. H18-171-P1

---

This project provides for Flood Diversion and Control Projects For Massapequa and Massapequa Park, as described in the Massapequas NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

The office of N&P Engineers & Land Surveyor has requested that their Project Agreement be modified to reallocate funds amongst the various engineering services tasks in order to provide the necessary funding for work completed. This budget modification will result in no change to the overall engineering services cost. The Division of Engineering is compiling the necessary paperwork relative to this task, and will provide further information and a formal recommendation by supplemental Memorandum Docket.

Therefore, it is requested that a space be reserved at the Town Board meeting of June 29, 2021 for the Town Board to take action on the modification to the Consultant Agreement for Contract No. H18-171-P1.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER

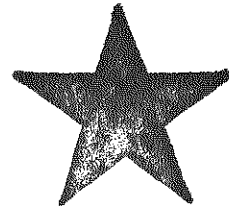
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/IGL/MR/lk

Attachments

c: Steven Ballas, Comptroller  
Colin Bell, Deputy Commissioner/IGA  
Daniel Midgette, Division of Engineering

H18-171-P1 DOCKET N&P CONTRACT MODIFICATION RESERVE



WHEREAS, by Resolution No. 295-2018, adopted May 22, 2018, the Town Board authorized the Supervisor or his designee to execute a consultant agreement with N&P Engineers and Land Surveying, PLLC, subject to the final approval of and funding by the Governor's Office of Storm Recovery, for the performance of engineering services relative to Contract No. H18-171-P3, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 3, Outfall 31 System (Brockmeyer Dr.), Outfall 114 System (Clearwater Ave.) and Outfall 128 System (Iroquois Pl.); and

WHEREAS, Russell Z. Scott, PE, Senior Partner, N & P Engineering, Architecture and Land Surveying, PLLC, by letter dated May 18, 2021, requested modification of the task specific funding authorization detailed in its original project agreement, relative to Contract No. H18-171-P3, in order to reallocate direct surplus funding from Bid Review and Award Phase (Task 11), to Utility Coordination and Final Design Drawings and Specifications (Tasks 5 and 10) and Construction Inspection (Task 12), at no change to the overall engineering costs associated with this project; and

WHEREAS, Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 14, 2021, advised that the Governor's Office of Storm Recovery will approve the aforementioned modification of the project agreement, relative to Contract No. H18-171-P3, by N & P Engineering, Architecture and Land Surveying, PLLC, subject to the Town's execution of a "Contract Amendment and Change Order" form required by the Governor's Office of Storm Recovery; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated June 14, 2021, recommended that the Town Board approve the above referenced modification to the project agreement, relative to Contract No. H18-171-P3, by N & P Engineering, Architecture and Land Surveying, PLLC, and requested that the Supervisor, or his designee execute the "Contract Amendment and Change Order" form required by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the modification of the project agreement, relative to Contract No. H18-171-P3, by N & P Engineering, Architecture and Land Surveying, PLLC, is approved, and the Supervisor, or his designee, is hereby authorized and directed to execute the "Contract Amendment and Change Order" form required by the Governor's Office of Storm Recovery.

—#—

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

|                      |         |
|----------------------|---------|
| Supervisor Saladino  | Aye     |
| Councilwoman Johnson | Recused |
| Councilman Imbroto   | Aye     |
| Councilman Hand      | Aye     |
| Councilman Labriola  | Absent  |
| Councilwoman Maier   | Absent  |
| Councilwoman Walsh   | Aye     |

Reviewed By  
Office of Town Attorney

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 18, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 21  
DOCKET OF JUNE 15, 2021  
MODIFICATION TO CONSULTANT AGREEMENT  
FLOOD DIVERSION AND CONTROL PROJECTS FOR MASSAPEQUA AND MASSAPEQUA  
PARK, PROJECT 3 : OUTFALL 31 SYSTEM (BROCKMEYER DR), OUTFALL 114 SYSTEM  
(CLEARWATER AVE), AND OUTFALL 128 SYSTEM (IROQUOIS PL)  
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. H18-171-P3

---

In furtherance to Item No. 21 of the docket of June 15, 2021, this project provides for Flood Diversion and Control Projects For Massapequa and Massapequa Park, as described in the 'Massapequas NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery. Town Board Resolution 295-2018, dated May 22, 2018, awarded the engineering services for this contract to N&P Engineers & Land Surveyor, PLLC in the total amount of \$462,390.00.

The office of N&P Engineers & Land Surveyor, had submitted the attached letter, dated May 18, 2021, requesting that the task-specific funding authorization that was detailed in their project Agreement be modified to direct surplus funding from the Bid Review and Award phase (Task 11) to design phases where there had been a shortfall in funding, specifically Utility Coordination and Final Design Drawings and Specifications (Task 5, and 10, respectively), and to provide additional funding for Construction Inspection (Task 12). This budget modification will result in no change to the overall engineering services cost.

As stated in the attached memo from the Department of Intergovernmental Affairs, dated June 14, 2021, the Governor's Office of Storm Recovery has agreed to this change and has prepared the attached 'Contract Amendment and Change Order' which has been signed by N&P Engineers & Land Surveyor, and must be executed by the Town. By Resolution 295-2018, dated May 22, 2018 the Supervisor, or his designee has been authorized to execute this Agreement.

Therefore, it is requested that the budget allocation request by N&P Engineers & Land Surveyor, for Contract No. H18-171-P3, resulting in no additional cost, be accepted and the project-specific Consultant Agreement be modified accordingly.

  
RICHARD W. LENZ, P.E.

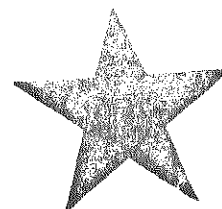
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/lk

Attachments

c: Steven Ballas, Comptroller  
Colin Bell, Deputy Commissioner/IGA  
Daniel Midgette, Division of Engineering

H18-171-P3 DOCKET N&P CONTRACT MODIFICATION SUPP







May 18, 2021

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

**RE: Town of Oyster Bay - Massapequa Flood Diversion Control Project No. 3**  
**Outfall 31 (Brockmeyer Drive) / Outfall 114 (Clearwater Avenue) / Outfall 128**  
**(Iroquois Place)**  
**Bid No. PW 035-20**  
**Contract No. H18-171-P3**  
**Nelson + Pope No. 18180**  
**Request for Contract Amendment**

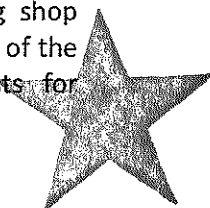
Dear Commissioner Lenz:

Nelson + Pope is respectfully requesting the reallocation of the remaining budget in the Design tasks be moved to the "Coordination with Public Utilities," "100% Final Design Drawings and Specifications" and "Construction Administration and Observation" Tasks for the above referenced project. There is no overall increase in cost to the project. The breakdown is as follows, (please refer to the accompanying worksheet for additional reference):

- The budget for Task 11 Bid Review and Award was under budget by \$3,407.53.
- The Budget for Task No. 5, "Coordination with Public Utilities" was exceeded by \$212.02. We are requesting that \$212.02 of the leftover balance from Task 11 be allocated to Task 5. This would change the budget for Task 5 to \$6,262.02.
- The Budget for Task No. 10, "100% Final Design Drawings and Specifications" was exceeded by \$556.15. We are requesting that \$556.15 of the left-over balance from Task 11 be allocated to Task 10. This would change the budget for Task 10 to \$21,336.15.
- Nelson + Pope is also requesting that the remaining balance for Task 11 of \$2,639.36, be allocated to Task 12 "Construction Inspection." The new budget for this task would be \$153,769.36.

Currently the Construction Administration and Observation budget of \$151,130.00 allows for only about 5 hours of inspection per day based on the contractor's schedule of 270 days. The additional money from the design would allow for additional coordination, including shop drawing/submittal review, utility coordination, daily inspection time, improved oversight of the contractor, project scheduling, contractor claim review, response to any Requests for

N&P Engineering, Architecture and Land Surveying, PLLC  
70 Maxess Road, Melville, NY 11747 • 631.427.5665 • nelsonpope.com



Information (RFI's), project meetings, coordination with community residents and continued coordination throughout the project's duration.

It should be noted that utilization of WMBE firms and previous commitments will remain the same since there is no increase in the overall contract.

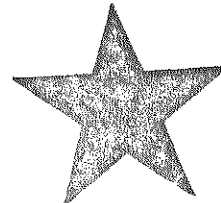
Thank you for the opportunity to present this request for the reallocation of \$3,370.00 as shown on GOSR's Cost Price Summary Sheet. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me via e-mail at [rscott@nelsonpope.com](mailto:rscott@nelsonpope.com).

Yours truly,  
**NELSON + POPE**

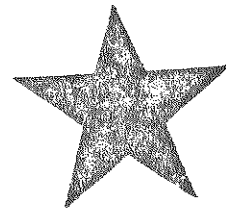


Russell Z. Scott, PE  
Senior Partner

cc: Colin Bell, Town of Oyster Bay  
John Tassone, Town of Oyster Bay



| TOWN OF OYSTER BAY - MASSAPEQUA FLOOD DIVERSION PROJECT NO. 3<br>OUTFALLS 31 (BROCKMEYER DRIVE) OUTFALL 114 (CLEARWATER AVENUE) & OUTFALL 128 (IROQUOIS PLAGE)<br>COST ALLOCATION BREAKDOWN |                                      |               |              |               |              |              |              |              |               |               |                       |  |
|---|--------------------------------------|---------------|--------------|---------------|--------------|--------------|--------------|--------------|---------------|---------------|-----------------------|--|
| Task  | Description                          | Budget        | Invoice      |               |              |              |              |              | Total Billed  | Remaining     | Revised Budget Amount |  |
|   |                                      |               | #1           | #2            | #3           | #4           | #5           | #6           |               |               |                       |  |
| 1   | Preliminary Tech Design Report       | \$ 14,690.00  | \$ 5,901.54  | \$ 8,788.46   |              |              |              |              | \$ 14,690.00  | \$ -          | \$14,690.00           |  |
| 2   | Final Tech Design Report             | \$ 11,090.00  |              | \$ 11,090.00  |              |              |              |              | \$ 11,090.00  | \$ -          | \$11,090.00           |  |
| 3   | Topographic Survey and Basemapping   | \$ 70,620.00  | \$ 5,628.03  | \$ 55,000.00  | \$ 8,199.51  | \$ 1,792.46  |              |              | \$ 70,620.00  | \$ -          | \$70,620.00           |  |
| 4   | Right-of-Way Mapping                 | \$ 32,870.00  |              |               | \$ 32,300.00 |              | \$ 570.00    |              | \$ 32,870.00  | \$ -          | \$32,870.00           |  |
| 5   | Coordination with Public Utilities   | \$ 6,050.00   |              |               | \$ 56.16     | \$ 4,385.28  | \$ 121.50    | \$ 1,699.08  | \$ 6,262.02   | \$ (212.02)   | \$6,262.02            |  |
| 6   | Soil Boring and Pavement Cores       | \$ 20,000.00  |              | \$ 8,545.98   | \$ 57.60     |              | \$ 11,396.12 |              | \$ 19,999.70  | \$ 0.30       | \$19,999.70           |  |
| 7   | 30% Design Plans                     | \$ 46,000.00  | \$ 9,652.83  | \$ 20,277.71  | \$ 16,069.46 |              |              |              | \$ 46,000.00  | \$ -          | \$46,000.00           |  |
| 8   | 60% Design Plans                     | \$ 49,640.00  |              |               | \$ 12,980.61 | \$ 36,659.39 |              |              | \$ 49,640.00  | \$ -          | \$49,640.00           |  |
| 9   | 90% Design Plans                     | \$ 34,920.00  |              |               |              | \$ 34,907.58 | \$ 12.42     |              | \$ 34,920.00  | \$ -          | \$34,920.00           |  |
| 10  | 100% Final Design Drawings and Specs | \$ 20,780.00  |              |               |              | \$ 5,984.46  | \$ 1,349.28  | \$ 14,002.41 | \$ 21,336.15  | \$ (556.15)   | \$21,336.15           |  |
| 11  | Bld Review and Award                 | \$ 4,600.00   |              |               |              |              |              | \$ 1,192.47  | \$ 1,192.47   | \$ 3,407.53   | \$1,192.47            |  |
| 12  | Construction Inspection              | \$ 151,130.00 |              |               |              |              |              |              | \$ -          | \$ 151,130.00 | \$153,769.66          |  |
|   |                                      | \$ 462,390.00 | \$ 21,182.40 | \$ 183,702.15 | \$ 69,663.34 | \$ 83,729.17 | \$ 13,449.32 | \$ 16,893.96 | \$ 308,620.34 | \$ 153,769.66 | \$462,390.00          |  |
| Reallocated Money Task  |                                      |               |              |               |              |              |              |              |               |               |                       |  |
| Increase Budget Task  |                                      |               |              |               |              |              |              |              |               |               |                       |  |
|   |                                      |               | \$ 2,639.36  |               |              |              |              |              |               |               |                       |  |



**TOWN OF OYSTER BAY**

**INTER-DEPARTMENTAL MEMO**

TO: RICHARD LENZ, P.E., COMMISSIONER  
PUBLIC WORKS/HIGHWAYS

FROM: COLIN BELL, DEPUTY COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

DATE: JUNE 14, 2021

SUBJECT: MASSAPEQUA FLOOD DIVERSION CONTROL PROJECT NO. 3:  
BROCKMEYER DRIVE, CLEARWATER AVENUE, IROQUOIS PLACE

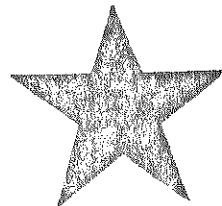
---

Nelson and Pope, Engineering, Architecture and Land Surveying, PLLC have been procured by the Town for the purpose of providing engineering services and construction management services in connection with the federally funded Division Brockmeyer Drive, Clearwater Avenue and Iroquois Place Flood Diversion Project. This Project has been recently advanced to the construction phase.

As detailed through the enclosed request letter, Nelson and Pope are requesting a budget reallocation which does not result in a change to the overall contract value. The Town's Department of Intergovernmental Affairs has corresponded with the Governor's Office of Storm Recovery (GOSR), as the funding agency supporting this Project, regarding this matter. GOSR has indicated they will approve this zero-dollar increase contract amendment contingent upon the Town's execution and submission of a GOSR Community Reconstruction and Infrastructure and Local Government Programs Contract Amendment and Change Order form.

Please review the enclosed request from Nelson and Pope and upon your approval, proceed with a request to the Town Board authorizing said contract amendment.

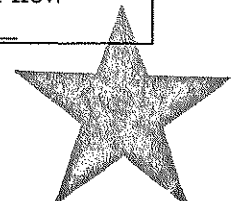
  
\_\_\_\_\_  
Colin Bell  
Deputy Commissioner

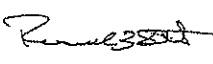


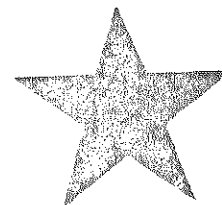
# GOSR Community Reconstruction and Infrastructure and Local Government Programs Contract Amendment and Change Order

## Request for Approval – Part 1

|  |   |
|--|---|
| Contractor/A/E/Vendor:<br>N&P Engineering, Architecture and<br>Land Surveying, PLLC  | Contract Amendment/Change Order Number:<br>1  |
|  | Project Name:<br>Project 3, Brockmeyer, Clearwater, Iroquois  |
| Subrecipient: Town of Oyster Bay   |   |
| Date of CA/CO Request: 2/11/21   | Date Contract was Originally Executed 7/12/18   |
| Change is: (Select one; the change cannot be multiple categories)  |   |
| <input type="checkbox"/> Construction Change Order<br><input checked="" type="checkbox"/> A/E Contract Amendment<br><input type="checkbox"/> Other Contract Change (other professional services or allowances)   |   |
| Description and reason for this Contract Amendment/Change Order:<br>Reallocation of remaining budget in the design task to be moved to Construction Administration to provide full time inspection, currently the budget allows for less than 8 hours per day. |   |
| Description of any changes to Contract completion dates and milestones:<br>None  |   |
| Attachments: (List and attach documents supporting change and justifying cost and time)  |   |
| Change in Contract price <sup>3</sup> :<br><b>\$0.00</b>   | Change in Contract times:<br><b>None</b>  |
| Original Contract price:<br><b>462,390.00</b>  | Original Contract times: (calendar days or dates)   |
| Contract value change from previous Contract Amendments/Change Orders<br>Number <u>0</u> to <u>0</u> \$ <u>0</u>   | Contract schedule change from previous Contract Amendments/Change Orders<br>Number <u>  </u> to <u>  </u> (calendar days or new contract completion date) <u>                    </u> |



|  |   |
|--|---|
| Contract price <i>prior</i> to this Contract Amendment/Change Order: \$<br>462,390.00                    | Contract times <i>prior</i> to this Contract Amendment/Change Order: (calendar days or date)  |
| Contract price with all approved Contract Amendments/Change Orders (including this CA/CO): \$ 462,390.00 | Contract times with all approved Contract Amendments/Change Orders (including this CA/CO): (calendar days or date)  |
| <b>For Contract Amendments</b>   |   |
| ACCEPTED: (A/E/Vendor)   |   |
| By:<br>Name, Title:<br>Date:   | <br>Russell Z. Scott<br>2021-02-11 15:59:<br>57<br>Russell Z. Scott, Senior Partner<br>2/11/21 |
| <b>For Change Orders</b>   |   |
| RECOMMENDED: (A/E)   | ACCEPTED: (Contractor)  |
| By:<br>Name,<br>Title: Date  | By:<br>Name, Title: Date  |
| <b>For Contract Amendments and Change Orders</b>   |   |
| EXECUTED: (Subrecipient) By:<br>Name, Title:<br>Date:  |   |



Meeting of May 22, 2018

Resolution No. 295-2018

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 19, 2018, advised that, in connection with Contract No. H18-171-P3, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 3, Outfall 31 System, Outfall 114 System, and Outfall 128 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P3, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P3 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding of this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a required consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P3 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

RESOLVED, That the Supervisor, or his designee, is authorized to execute a required consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

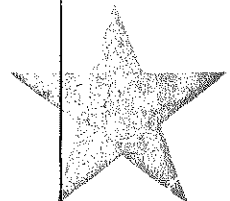
-#-

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

|                       |         |
|-----------------------|---------|
| Supervisor Saladino   | Aye     |
| Councilman Muscarella | Aye     |
| Councilman Macagnone  | Absent  |
| Councilwoman Alesia   | Nay     |
| Councilwoman Johnson  | Recused |
| Councilman Imbroto    | Aye     |
| Councilman Hand       | Aye     |

cc: Supervisor  
Town Attorney  
Comptroller  
Intergovernmental Affairs  
Public Works

Reviewed By  
Office of Town Attorney  
*[Signature]*



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 14, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : MODIFICATION TO CONSULTANT AGREEMENT  
FLOOD DIVERSION AND CONTROL PROJECTS FOR MASSAPEQUA AND MASSAPEQUA  
PARK, PROJECT 3 : OUTFALL 31 SYSTEM (BROCKMEYER DR), OUTFALL 114 SYSTEM  
(CLEARWATER AVE), AND OUTFALL 128 SYSTEM (IROQUOIS PL)  
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. H18-171-P3

---

This project provides for Flood Diversion and Control Projects For Massapequa and Massapequa Park, as described in the Massapequas NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

The office of N&P Engineers & Land Surveyor has requested that their Project Agreement be modified to reallocate funds amongst the various engineering services tasks in order to provide the necessary funding for work completed. This budget modification will result in no change to the overall engineering services cost. The Division of Engineering is compiling the necessary paperwork relative to this task, and will provide further information and a formal recommendation by supplemental Memorandum Docket.

Therefore, it is requested that a space be reserved at the Town Board meeting of June 29, 2021 for the Town Board to take action on the modification to the Consultant Agreement for Contract No. H18-171-P3.

*Reled w/ In by:*  
*Richard W. Lenz*  
*Deputy Commissioner*

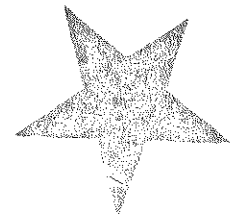
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/lk

Attachments

c: Steven Ballas, Comptroller  
Colin Bell, Deputy Commissioner/IGA  
Daniel Midgett, Division of Engineering

H18-171-P3 DOCKET N&P CONTRACT MODIFICATION RESERVE





WHEREAS, by Resolution No. 295-2018, adopted May 22, 2018, the Town Board authorized the Supervisor or his designee to execute a consultant agreement with N&P Engineers and Land Surveying, PLLC, subject to the final approval of and funding by the Governor's Office of Storm Recovery, for the performance of engineering services relative to Contract No. H18-171-P4, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 4, Outfall 38 System (Division Ave.); and

WHEREAS, Russell Z. Scott, PE, Senior Partner, N & P Engineering, Architecture and Land Surveying, PLLC, by letter dated May 18, 2021, requested modification of the task specific funding authorization detailed in its original project agreement, relative to Contract No. H18-171-P4, in order to reallocate direct surplus funding from the Preliminary Design Phase related Tasks 1-3 and 5-9, and Bid Phase Task 11 to Final Design Phase Task 10 and Construction Inspection Task 12, at no change to the overall engineering costs associated with this project; and

WHEREAS, Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 14, 2021, advised that the Governor's Office of Storm Recovery will approve the aforementioned modification of the project agreement, relative to Contract No. H18-171-P4, by N & P Engineering, Architecture and Land Surveying, PLLC, subject to the Town's execution of a "Contract Amendment and Change Order" form required by the Governor's Office of Storm Recovery; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated June 14, 2021, recommended that the Town Board approve the above referenced modification to the project agreement, relative to Contract No. H18-171-P4, by N & P Engineering, Architecture and Land Surveying, PLLC, and requested that the Supervisor, or his designee execute the "Contract Amendment and Change Order" form required by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the modification of the project agreement, relative to Contract No. H18-171-P4, by N & P Engineering, Architecture and Land Surveying, PLLC, is approved, and the Supervisor, or his designee, is hereby authorized and directed to execute the "Contract Amendment and Change Order" form required by the Governor's Office of Storm Recovery.

-#-

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

|                      |         |
|----------------------|---------|
| Supervisor Saladino  | Aye     |
| Councilwoman Johnson | Recused |
| Councilman Imbroto   | Aye     |
| Councilman Hand      | Aye     |
| Councilman Labriola  | Absent  |
| Councilwoman Maier   | Absent  |
| Councilwoman Walsh   | Aye     |

Reviewed By  
Office of Town Attorney

## INTER-DEPARTMENTAL MEMO

JUNE 18, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 22  
DOCKET OF JUNE 15, 2021  
MODIFICATION TO CONSULTANT AGREEMENT  
FLOOD DIVERSION AND CONTROL PROJECTS FOR MASSAPEQUA AND MASSAPEQUA  
PARK, PROJECT 4: OUTFALL 38 SYSTEM - DIVISION AVENUE  
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. H18-171-P4

---

In furtherance to Item No. 22 of the docket of June 15, 2021, this project provides for Flood Diversion and Control Projects For Massapequa and Massapequa Park, as described in the 'Massapequas NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery. Town Board Resolution 438-2018, dated June 26, 2018, awarded the engineering services for this contract to N&P Engineers & Land Surveyor, PLLC in the total amount of \$359,647.00.

The office of N&P Engineers & Land Surveyor, had submitted the attached letter, dated May 18, 2021, requesting that the task-specific funding authorization that was detailed in their project Agreement be modified to direct surplus funding from the Design Phase-related Tasks 1-3 and 5-9, and Bid Phase Task 11 be reallocated to the final Design Phase Task 10 and Construction Inspection Task 12. This budget modification will result in no change to the overall engineering services cost.

As stated in the attached memo from the Department of Intergovernmental Affairs, dated June 14, 2021, the Governor's Office of Storm Recovery has agreed to this change and has prepared the attached 'Contract Amendment and Change Order' which has been signed by N&P Engineers & Land Surveyor, and must be executed by the Town. By Resolution 295-2018, dated May 22, 2018 the Supervisor or his desinee has been authorized to execute this Agreement.

Therefore, it is requested that the budget allocation request by N&P Engineers & Land Surveyor, for Contract No. H18-171-P4, resulting in no additional cost, be accepted and the project-specific Consultant Agreement be modified accordingly.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/lk

Attachments

c: Steven Ballas, Comptroller  
Colin Bell, Deputy Commissioner/IGA  
Daniel Midgette, Division of Engineering

H18-171-P4 DOCKET N&P CONTRACT MODIFICATION SUPP





May 18, 2021

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

**RE: Town of Oyster Bay - Massapequa Flood Diversion Control Project No. 4  
Outfall 38 / Division Avenue  
Bid No. PW 036-20, Contract No. H18-171-P4  
Nelson + Pope No. 18181  
Request for Contract Amendment**

Dear Commissioner Lenz:

Nelson + Pope is respectfully requesting the reallocation of the remaining budget in the Design tasks be moved to the "100% Final Design Drawings and Specifications" and "Construction Administration and Observation" Tasks for the above referenced project. There is no overall increase in the contract amount. The breakdown is as follows, (please refer to the accompanying worksheet for additional reference):

- Design Tasks 1 thru 3, 5 thru 9 and Task 11— The Remaining Balance for these Tasks is \$37,996.88. The Budget for Task No. 10, "100% Final Design Drawings and Specifications" was exceeded by \$1,558.69. We are requesting that \$1,558.69 of the balance from the Design Tasks noted be allocated to Task 10. This would change the budget for Task 10 to \$21,336.15.
- Nelson + Pope is also requesting that the remaining balance for the Design Tasks of \$36,438.19 be allocated to Task 12 "Construction Inspection." The new budget for this task would be \$164,278.19.

Currently the Construction Administration and Observation budget of \$127,840.00 allows for only about 5 hours of inspection per day based on the contractor's schedule of 270 days. The additional money from the design would allow for additional coordination, including shop drawing/submittal review, utility coordination, daily inspection time, improved oversight of the contractor, project scheduling, contractor claim review, response to any Requests for Information (RFI's), project meetings, coordination with community residents and continued coordination throughout the project's duration.

N&P Engineering, Architecture and Land Surveying, PLLC  
70 Maxess Road, Melville, NY 11747 • 631.427.5665 • nelsonpope.com



It should be noted that utilization of WMBE firms and previous commitments will remain the same since there is no increase in the overall contract.

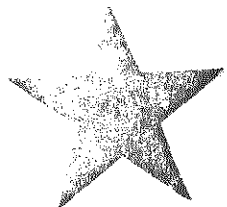
Thank you for the opportunity to present this request for the reallocation of \$37,981.00 as shown on GOSR's Cost Price Summary Sheet. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me via e-mail at [rscott@nelsonpope.com](mailto:rscott@nelsonpope.com).

Yours truly,  
**NELSON + POPE**



Russell Z. Scott, PE  
Senior Partner

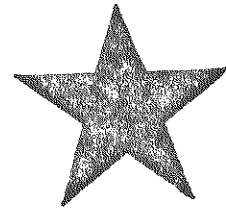
cc: Colin Bell, Town of Oyster Bay  
John Tassone, Town of Oyster Bay



 N+P

**TOWN OF OYSTER BAY - MASSAPEQUA FLOOD DIVERSION PROJECT NO. 4  
OUTFALLS #8 - DIVISION AVENUE  
COST ALLOCATION BREAKDOWN**

| Task | Description                          | Budget                 | Invoice      |              |             |              |              |              | Total Billed  | Remaining     | Revised Budget Amount |
|------|--------------------------------------|------------------------|--------------|--------------|-------------|--------------|--------------|--------------|---------------|---------------|-----------------------|
|      |                                      |                        | #1           | #2           | #3          | #4           | #5           | #6           |               |               |                       |
| 1    | Preliminary Tech Design Report       | \$ 14,510.00           | \$ 6,267.09  | \$ 8,225.52  |             |              |              |              | \$ 14,492.61  | \$ 17.39      | \$14,492.61           |
| 2    | Final Tech Design Report             | \$ 9,675.00            |              | \$ 6,854.76  |             |              |              |              | \$ 6,854.76   | \$ 2,820.24   | \$6,854.76            |
| 3    | Topographic Survey and Basemapping   | \$ 50,775.00           | \$ 3,141.33  | \$ 27,448.65 |             | \$ 2,734.80  | \$ 11,326.02 |              | \$ 44,650.80  | \$ 6,124.20   | \$44,650.80           |
| 4    | Right-of-Way Mapping                 | \$ 9,992.00            |              | \$ 9,992.00  |             |              |              |              | \$ 9,992.00   | \$ -          | \$9,992.00            |
| 5    | Coordination with Public Utilities   | \$ 3,995.00            |              |              | \$ 168.48   | \$ 591.54    | \$ 81.00     | \$ 833.61    | \$ 1,674.63   | \$ 2,320.37   | \$1,674.63            |
| 6    | Soil Boring and Pavement Cores       | \$ 10,000.00           |              | \$ 1,800.00  |             |              |              |              | \$ 1,800.00   | \$ 8,200.00   | \$1,800.00            |
| 7    | 30% Design Plans                     | \$ 43,390.00           | \$ 1,681.35  | \$ 13,832.10 | \$ 2,098.83 | \$ 25,580.94 |              |              | \$ 43,193.22  | \$ 196.78     | \$43,193.22           |
| 8    | 60% Design Plans                     | \$ 32,880.00           |              |              |             | \$ 4,925.04  | \$ 15,479.07 |              | \$ 20,404.11  | \$ 12,475.89  | \$20,404.11           |
| 9    | 90% Design Plans                     | \$ 34,270.00           |              |              |             |              |              | \$ 30,986.94 | \$ 30,986.94  | \$ 3,283.06   | \$30,986.94           |
| 10   | 100% Final Design Drawings and Specs | \$ 17,720.00           |              |              |             |              |              | \$ 19,278.69 | \$ 19,278.69  | \$ (1,558.69) | \$19,278.69           |
| 11   | Bid Review and Award                 | \$ 4,600.00            |              |              |             |              |              | \$ 2,041.05  | \$ 2,041.05   | \$ 2,558.95   | \$2,041.05            |
| 12   | Construction Inspection              | \$ 127,840.00          |              |              |             |              |              |              | \$ -          | \$ 127,840.00 | \$127,840.00          |
|      |                                      | \$ 359,647.00          | \$ 11,089.77 | \$ 68,153.03 | \$ 2,267.31 | \$ 33,832.32 | \$ 26,886.09 | \$ 53,140.29 | \$ 195,368.81 | \$ 164,278.19 | \$359,647.00          |
|      |                                      | Reallocated Money Task |              |              |             |              |              |              |               |               |                       |
|      |                                      | Increase Budget Task   |              |              |             |              |              |              |               |               |                       |



**TOWN OF OYSTER BAY**

**INTER-DEPARTMENTAL MEMO**

TO: RICHARD LENZ, P.E., COMMISSIONER  
PUBLIC WORKS/HIGHWAYS

FROM: COLIN BELL, DEPUTY COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

DATE: JUNE 14, 2021

SUBJECT: MASSAPEQUA FLOOD DIVERSION CONTROL PROJECT NO. 4:  
DIVISION AVENUE

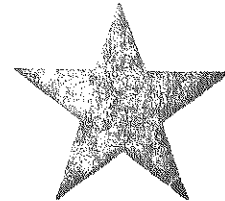
---

Nelson and Pope, Engineering, Architecture and Land Surveying, PLLC have been procured by the Town for the purpose of providing engineering services and construction management services in connection with the federally funded Division Avenue Flood Diversion Project. This Project has been recently advanced to the construction phase.

As detailed through the enclosed request letter, Nelson and Pope are requesting a budget reallocation which does not result in a change to the overall contract value. The Town's Department of Intergovernmental Affairs has corresponded with the Governor's Office of Storm Recovery (GOSR), as the funding agency supporting this Project, regarding this matter. GOSR has indicated they will approve this zero-dollar increase contract amendment contingent upon the Town's execution and submission of a GOSR Community Reconstruction and Infrastructure and Local Government Programs Contract Amendment and Change Order form.

Please review the enclosed request from Nelson and Pope and upon your approval, proceed with a request to the Town Board authorizing said contract amendment.

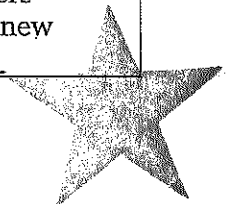
  
\_\_\_\_\_  
Colin Bell  
Deputy Commissioner



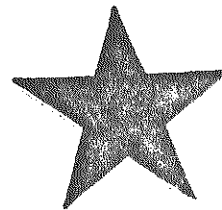
# GOSR Community Reconstruction and Infrastructure and Local Government Programs Contract Amendment and Change Order

## Request for Approval – Part 1

|  |   |
|--|---|
| Contractor/A/E/Vendor:<br>N&P Engineering, Architecture and<br>Land Surveying, PLLC  | Contract Amendment/Change Order Number:<br>1  |
|  | Project Name:<br><b>Project 4, Division Avenue</b>  |
| Subrecipient:  |   |
| Date of CA/CO Request:   | Date Contract was Originally Executed:  |
| Change is: (Select one; the change cannot be multiple categories) <div style="margin-left: 20px;"> <input type="checkbox"/> Construction Change Order<br/> <input checked="" type="checkbox"/> A/E Contract Amendment<br/> <input type="checkbox"/> Other Contract Change (other professional services or allowances)         </div> |   |
| Description and reason for this Contract Amendment/Change Order:<br>Reallocation of remaining budget in the design task to be moved to Construction Administration to provide full time inspection, currently the budget allows for less than 8 hours per day.   |   |
| Description of any changes to Contract completion dates and milestones:<br>None  |   |
| Attachments: (List and attach documents supporting change and justifying cost and time)  |   |
| Change in Contract price <sup>3</sup> :<br><b>\$0.00</b>   | Change in Contract times:<br><b>None</b>  |
| Original Contract price:<br><b>359,647.00</b>  | Original Contract times: (calendar days or dates)   |
| Contract value change from previous Contract Amendments/Change Orders<br>Number ___ to ___ \$___   | Contract schedule change from previous Contract Amendments/Change Orders<br>Number ___ to ___ (calendar days or new contract completion date) _____ |



|  |  |
|--|--|
| Contract price <i>prior</i> to this Contract Amendment/Change Order: \$ 359,647.00   | Contract times <i>prior</i> to this Contract Amendment/Change Order: (calendar days or date)                       |
| Contract price with all approved Contract Amendments/Change Orders (including this CA/CO): \$ 359,647.00   | Contract times with all approved Contract Amendments/Change Orders (including this CA/CO): (calendar days or date) |
| <b>For Contract Amendments</b>   |  |
| ACCEPTED: (A/E/Vendor) <div style="float: right; text-align: right;">           Russell Z. Scott<br/>           2021-02-11 16:03:<br/>           57         </div> |  |
| By: _____<br>Name, Title: _____<br>Date: _____   |  |
| Russell Z. Scott, Senior Partner<br>2/11/21  |  |
| <b>For Change Orders</b>   |  |
| RECOMMENDED: (A/E)   | ACCEPTED: (Contractor)   |
| By: _____<br>Name, Title: _____<br>Date: _____   | By: _____<br>Name, Title: _____<br>Date: _____   |
| <b>For Contract Amendments and Change Orders</b>   |  |
| EXECUTED: (Subrecipient) By: _____<br>Name, Title: _____<br>Date: _____  |  |





Meeting of June 26, 2018

Resolution No. 438-2018

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated June 11, 2018, advised that in connection with Contract No. H18-171-P4, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 4, Outfall 38 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Town's Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P4, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P4 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$359,647.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding for this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a project-specific consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P4 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$359,647.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

RESOLVED, That the Supervisor, or his designee, is authorized to execute a project-specific consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

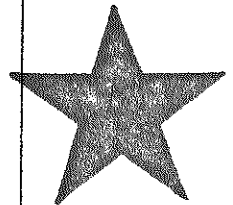
#

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

|                       |         |
|-----------------------|---------|
| Supervisor Saladino   | Aye     |
| Councilman Muscarella | Aye     |
| Councilman Macagnone  | Aye     |
| Councilwoman Alesia   | Abstain |
| Councilwoman Johnson  | Recused |
| Councilman Imbroto    | Aye     |
| Councilman Hand       | Aye     |

cc: Supervisor  
Town Attorney  
Comptroller  
Public Works  
Intergovernmental Affairs

MS  
Reviewed By  
Office of Town Attorney  
M. J. [Signature]



Meeting of May 22, 2018

Resolution No. 295-2018

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 19, 2018, advised that, in connection with Contract No. H18-171-P3, Flood Diversion and Control Projects for Massapequa and Massapequa Park, Project 3, Outfall 31 System, Outfall 114 System, and Outfall 128 System, the Department of Public Works issued a request for proposals for professional services; and

WHEREAS, in response to the request for proposals, five (5) responses were timely received, which were evaluated in accordance with the provisions of the Procurement Policy; and

WHEREAS, following due consideration of the responses, the Department of Public Works selected N&P Engineers & Land Surveyor, PLLC, to provide services under Contract No. H18-171-P3, which selection has been reviewed and approved by the Governor's Office of Storm Recovery; and

WHEREAS, Commissioner Lenz has requested that the Town Board authorize N&P Engineers & Land Surveyor, PLLC to perform engineering services under Contract No. H18-171-P3 and that Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis be authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, the funding of this project is being provided by the Governor's Office of Storm Recovery and is without cost to the Town; and

WHEREAS, Commissioner Lenz has further requested that the Supervisor, or his designee, be authorized to execute a required consultant agreement following final approval by the Governor's Office of Storm Recovery,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and N&P Engineers & Land Surveyor, PLLC is authorized to perform engineering services under Contract No. H18-171-P3 and Gayron deBruin Land Surveying & Engineering, Gedeon GRC Consulting, East Coast GeoServices, and Nelson Pope & Voorhis are authorized as sub-consultants, in an amount not to exceed \$462,390.00, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001, and be it further

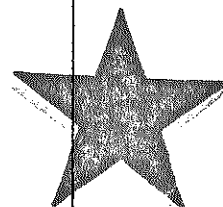
RESOLVED, That the Supervisor, or his designee, is authorized to execute a required consultant agreement following final approval of same by the Governor's Office of Storm Recovery.

-#-

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

|                       |         |
|-----------------------|---------|
| Supervisor Saladino   | Aye     |
| Councilman Muscarella | Aye     |
| Councilman Macagnone  | Absent  |
| Councilwoman Alesia   | Nay     |
| Councilwoman Johnson  | Recused |
| Councilman Imbroto    | Aye     |
| Councilman Hand       | Aye     |

cc: Supervisor  
Town Attorney  
Comptroller  
Intergovernmental Affairs  
Public Works



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

JUNE 14, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : MODIFICATION TO CONSULTANT AGREEMENT  
FLOOD DIVERSION AND CONTROL PROJECTS FOR MASSAPEQUA AND MASSAPEQUA  
PARK, PROJECT 4: OUTFALL 38 SYSTEM – DIVISION AVENUE  
AS PART OF THE N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM  
CONTRACT NO. H18-171-P4

---

This project provides for Flood Diversion and Control Projects For Massapequa and Massapequa Park, as described in the Massapequas NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

The office of N&P Engineers & Land Surveyor has requested that their Project Agreement be modified to reallocate funds amongst the various engineering services tasks in order to provide the necessary funding for work completed. This budget modification will result in no change to the overall engineering services cost. The Division of Engineering is compiling the necessary paperwork relative to this task, and will provide further information and a formal recommendation by supplemental Memorandum Docket.

Therefore, it is requested that a space be reserved at the Town Board meeting of June 29, 2021 for the Town Board to take action on the modification to the Consultant Agreement for Contract No. H18-171-P4.

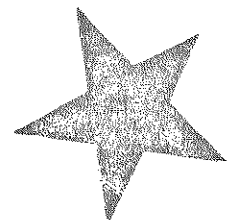
*Richard W. Lenz by:*  
*[Signature]*  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MLR/lk

Attachments

c: Steven Ballas, Comptroller  
Colin Bell, Deputy Commissioner/IGA  
Daniel Midgette, Division of Engineering

H18-171-P4 DOCKET N&P CONTRACT MODIFICATION RESERVE



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 18, 2021, advised that, pursuant to the Town of Oyster Bay Procurement Policy, a request for proposals (RFP) was issued and was placed on the Town of Oyster Bay website, e-mailed to five (5) known service providers and posted at the Town of Oyster Bay Ice Skating Center, to procure a Pro Shop Operation at the Town of Oyster Bay Ice Skating Facility, and the Department of Parks received one (1) response by the June 1, 2021 response date; and

WHEREAS, in accordance with Guideline 7 of the Town Procurement Policy, the Office of the Town Attorney, in a memorandum dated June 3, 2021, determined that the Department of Parks complied with the Town's Procurement Policy; and

WHEREAS, prior to the expiration of the June 1, 2021 deadline, the Town received one (1) response to the RFP in accordance with Guideline 7 of the Town Procurement Policy, the Office of the Town attorney determined that the Department of Parks complied with Procurement Policy in its effort to obtain three (3) responses to the RFP; and

WHEREAS, following a review and evaluation of said response, and in compliance with the requirements of the Town's Procurement Policy, Commissioner Pinto by said memorandum, requested and recommended that the Town Board authorize the Supervisor, or his designee, to enter into a license agreement with Cozzi Sports Inc., to provide a Pro Shop Operation at the Town of Oyster Bay Ice Skating Facility, effective July 1, 2021 through June 30, 2026, with three (3) one (1) year extensions, providing \$13,200.00 annual revenue to the Town at a rate of \$13,200.00 for the first year and increasing annually thereafter, and, inclusive of sharpening, disinfecting and laces replacement services to Town owned rental skates; and

WHEREAS, the Office of the Inspector General has reviewed the vendor disclosure questionnaire and is satisfied the Town's Procurement Policy has been satisfied,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town is hereby authorized to enter into a license agreement with Cozzi Sports Inc., to provide a Pro Shop Operation at the Town of Oyster Bay Ice Skating Facility, effective July 1, 2021 through June 30, 2026, with three (3) one (1) year extensions, providing \$13,200.00 annual revenue to the Town at a rate of \$13,200.00 for the first year and increasing annually thereafter, and, inclusive of sharpening, disinfecting and laces replacement services to Town owned rental skates; and be it further

RESOLVED, That the Supervisor or his designee be authorized to execute the agreement, which will be drafted and prepared by the Office of the Town Attorney upon the Town Board's action.

-#-

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

|                      |        |
|----------------------|--------|
| Supervisor Saladino  | Aye    |
| Councilwoman Johnson | Aye    |
| Councilman Imbroto   | Aye    |
| Councilman Hand      | Aye    |
| Councilman Labriola  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Reviewed By  
Office of Town Attorney

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET

FROM : JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE : JUNE 18, 2021

SUBJECT : PRO SHOP OPERATION AT THE TOWN OF OYSTER BAY ICE SKATING CENTER  
RFP - CONTRACT AWARD – SUPPLEMENTAL MEMO MD- 061521 #5

Pursuant to the Town of Oyster Bay Procurement Policy, the Department of Parks released a Request For Proposals ("RFP") for a Pro Shop Operation at the Town of Oyster Bay Ice Skating Facility. This Department published the RFP on the Town website, e-mailed the RFP to five (5) known service providers, and posted the RFP at the Town of Oyster Bay Ice Skating Center. A copy of the RFP is attached.


Prior to the expiration of the June 1, 2021 deadline, the Town received one (1) response to the RFP (see attached). In accordance with Guideline 7 of the Town Procurement Policy, the Office of the Town Attorney, in a memorandum dated June 3, 2021 (see attached), determined that the Department of Parks complied with the Procurement Policy in its effort to obtain three (3) responses to the RFP.

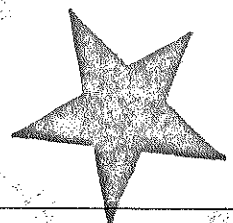
In accordance with the Town's Procurement Policy, the Department of Parks has determined that the proposal submitted by Cozzi Sports Inc. has met the criteria outlined in the RFP. The proposal provides \$13,200 annual revenue to the Town commencing at \$13,200 for the first year and increasing annually thereafter. Additionally, the proposal obligates the licensee to sharpen, and disinfect the Town owned rental skates and replace the laces thereof.

The Office of the Inspector General has reviewed the vendor disclosure questionnaire and is satisfied that the Procurement Policy has been satisfied.

The Department of Parks requests Town Board authorization for the Town to enter into a contract with Cozzi Sports Inc. to provide Pro Shop Services at the Town of Oyster Bay Ice Skating Center for the period beginning July 1, 2021 through June 30, 2026, with a provision for an additional three (3), one (1) year extensions.

It is further requested that the Supervisor or his designee be authorized to execute the agreement, which will be drafted and prepared by the Office of the Town Attorney upon the Town Board's action.

  
JOSEPH G. PINTO  
COMMISSIONER OF PARKS



JGP/kc.  
Attachments

# DEPARTMENT OF PARKS

## REQUEST FOR PROPOSALS

### OPERATION OF A PRO SHOP

At the  
Town of Oyster Bay  
Ice Skating Center

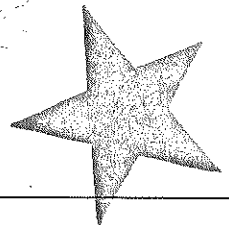


---

Release Date: May 10, 2021

Due Date: June 1, 2021

Town of Oyster Bay  
Department of Parks and Recreation  
977 Hicksville Road  
Massapequa NY 11758  
Telephone: (516) 797-4118  
Fax: (516) 797-4145  
Web: <http://www.oysterbaytown.com/>



## **Introduction**

The Town of Oyster Bay Department of Parks seeks well-qualified individuals or firms to manage and operate a full service high quality Pro Shop to support the activities of the ice rink facility and its amenities.

The Department of Parks operates and maintains a "state of the art" indoor ice skating facility at Bethpage Community Park with several ancillary amenities designed to directly support ice and community related activities. The facility operates 7 days-a-week with the exception of certain scheduled holidays. In addition the Town operates two (2) outdoor ice skating facilities located at Marjorie R. Post Community Park and Syosset-Woodbury Community Park.

Additional information regarding the requirements in this RFP may be obtained by contacting:

Greg Skupinsky  
Deputy Commissioner of Parks  
(516) 797-4118  
Contact Email: GSkupinsky@OysterBay-ny.gov

## **Objective of this Request for Proposal**

The objective of this Request for Proposal ("RFP") is to award a five year (5) year contract to the individual or firm that will accomplish the following:

1. Operate the Pro Shop Facility at the Town of Oyster Bay Ice Skating Center, located at Bethpage Community Park, to support the following related recreational activities:
  - Figure Skating
  - Youth/Adult Hockey
  - Public Skating
  - Reserved Parks Department Programs and Special Events
2. Perform services and fulfill each of the requirements detailed in the Requirements and Scope Section.
3. Provide the highest reasonable concession fee to the Town of Oyster Bay.

## **License Agreement Term**

The contemplated license agreement will be for a five (5) year term. The License Agreement will also include three (3) one (1) year options to renew the License Agreement at the discretion of the Department of Parks, subject to Town Board authorization, at a cost increase to be determined by the parties.

## **Site Visit**

All interested parties are welcome to visit the listed ice rink facilities. Site visits are by appointment only. Prospective respondents should schedule their attendance by contacting Deputy Commissioner Skupinsky at 516-797-4118. Social distancing will be observed and attendees will be required to wear masks.

## **Questions Clarifications and Communications**

Any questions and/or requests for clarification of this RFP must be submitted in writing on or before Friday, May 21, 2021 to the Authorized Contact Persons identified above. E-mail and fax are acceptable. E-mail is

preferable. Responses will be issued by the Town in the form of an Addendum to this RFP. The Town will make its best efforts to answer all questions received, but in no way warrants that responses will be provided to all questions. In the interest of fairness to all potential proposers, all questions, and any responses, will be shared with all who have expressed an interest in this RFP.

All communications during the RFP process must be directed solely to the Authorized Contact Person identified above. Communication with any other Town elected officials, employees or any member of the Town Evaluation Committee may be cause for disqualification from the RFP process.

## **Overview**

The Town of Oyster Bay Department of Parks operates a "state of the art" indoor ice skating facility and community center with several amenities at the Bethpage Community Park facility and two outdoor skating rinks: Syosset-Woodbury Community Park and Marjorie R. Post Community Park. The ice skating season at the outdoor rink facilities is open from the weekend after Thanksgiving until the end of February. In addition to the facilities noted above the Parks Department manages a youth hockey program.

There are several "concessionaires" including food services and management consulting and /or Town of Oyster Bay employees operating and maintaining several aspects of the ice rink. It is incumbent upon all successful proposers that accommodations and considerations will be required to create a cohesive and functional "team" environment to deliver the best product and service to Town residents and participants.

## **Operations and Facilities**

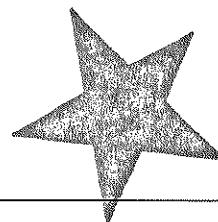
The Town of Oyster Bay Parks Department will allocate related facility space to accommodate the negotiated obligations of any license agreement resulting from this RFP process.

Respondents are advised that:

- The rink facility will be available for use 7 days a week with the exception of certain scheduled holidays.
- The operator will have the option to advertise and offer Pro Shop services at both outdoor ice rink facilities at Syosset-Woodbury Community Park and Marjorie R. Post Community Park. NOTE: All services at the outdoor rink facilities will be provided through the Pro Shop located at the Town of Oyster Bay Ice Skating Center in Bethpage and will be subject to the approval of the Commissioner of Parks.
- The Town owns and operates an outdoor "Skate Board Park" at Bethpage Community Park. The Ice Rink Pro Shop will have exclusive rights, and is expected to sell related merchandise to support this sports facility.
- The Town will be responsible for the cost of utilities except for phone utilities.
- All respondents are advised that the above Professional Service will not include the operation of the Food Concession, Ice Skate Rental or Professional Facility and Program Management.

The Town will make every effort to ensure that ice time is available as scheduled. However, the Town reserves the right to cancel ice time and scheduled activities or otherwise make space unavailable when due to circumstances including, but not limited to:

- Weather conditions pose a risk or hazard to participants.
- Repairs and improvements are necessary.





The Town of Oyster Bay *will not* provide the following:

- Furniture, fixtures or improvements other than those commonly provided to sustain the Ice Rink and related activities.
- Phone utilities; installation and service.
- Electronic media devices i.e. television monitors, computers, video systems CATV and installation and monthly fees for these services etc.

The Operator will be required to:

- Keep all areas under its purview in a clean and neat condition at all times.
- The Pro Shop will open in conjunction with the Ice Rink Schedule of Operations.
- Offer skate sharpening services at all rink facilities during public sessions and other appropriate times approved by the Commissioner of Parks. The actual sharpening will take place at the Town of Oyster Bay Ice Skating Center.
- Shall be responsible to sharpen and disinfect all Town owned rental skates from all three (3) skating facilities on a rotational basis throughout the year. In conjunction with this service the concessionaire will refurbish the skates with new laces and repairs as needed during the off-season.
- Have all fees charged to patrons by the concessionaire under the terms of this agreement, which fees are subject to the approval by the Commissioner of Parks.
- Grant access at all times to representatives of the Department of Parks for inspection purposes.
- To provide adequate insurance as specified in the "Insurance" section and any additional insurance as required by the Town of Oyster Bay.
- To have a sufficient number of trained qualified attendants on duty for proper operation of the pro shop. Such personnel are to be employed by the Licensee subject to the approval of the Commissioner of Parks or his designee. Licensee also agrees to replace any employee when directed by the Commissioner of Parks or his designee, due to inefficient work habits, misconduct, or other reasons deemed appropriate by the Commissioner.
- In connection with marketing and publicity the Licensee agrees that any signage, promotional materials, and advertising materials whether in print, on-line, or on television, must be co-branded to include the Town's seal, wordmark, and/or make mention of the Town of Oyster Bay all of which are subject to the prior approval of the Commissioner of Parks.

### ***Evaluation of Proposals and Qualifications***

The Department of Parks seeks proposals from individuals and firms with substantial financial capability and extensive experience in the operation of an indoor ice rink Pro Shop or dedicated Skate Shop. All proposers are invited to submit creative proposals to provide the widest range of program and management choices to the Town of Oyster Bay Parks Department. Proposers shall submit a single proposal to implement/administer the program noted above and any additional services that may be proposed.

- Proposers that submit proposals that do not include, at a minimum, all of the activities and services noted above shall not be considered.
- Parties without substantial qualifying experience may not be considered.

In addition to financial payment to the Town, proposals will be reviewed and considered on the basis of: overall qualifications, financial status, the type, mode and features of operation and other relevant factors deemed to be in the best interest of the Town of Oyster Bay. The Town reserves the right to negotiate with any and all of the prospective concessionaires, regardless of the license fee offered. The Town also reserves the right to decline any and all proposals.

The program proposal outline will be used in the evaluation process and will be used along with the proposed financial revenue to the Town of Oyster Bay when making its selection of an operator. All outlines shall include the following information:

1. A listing of existing equipment, display materials and supplies that would be utilized to fulfill the requirements of this RFP.
2. A listing of similar or current operations relative to the scope detailed within this RFP.
3. A listing and description of the staff and personnel including a detailed resume of experience in retail Pro Shop services when relevant.
4. A merchandising plan which clearly outlines the retail inventory, floor presentation and management plan for the sale of Ice Skate, Hockey, and Figure Skating equipment, apparel and other related sports items.

In the absence of current "on-staff" personnel for any and all of the items noted above, a detailed plan outlining the necessary steps to acquire and, if needed, train the necessary staff may be substituted.

The proposer will be required to provide adequate Insurance as specified in the "Insurance" section and any additional insurance as required by the Town of Oyster Bay.

### ***Disclosure of Conflicts***

Proposers submitting a response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management or employees of the firm or other persons relative to the services to be provided under the Agreement to be awarded pursuant to the RFP.

All responders agree to complete and submit a Town Disclosure Questionnaire through the Town's electronic vendor monitoring database, prior to award of any contract and re-submit a Town Disclosure Questionnaire on a yearly basis as long as the contract is in effect.

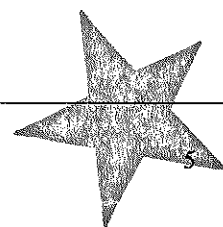
### ***Format***

In order to facilitate the most orderly and efficient comparison of proposals it is requested that each submission be organized in the following format:

- A detailed resume for all principals and/or directors, including, but not to be limited to, full identification and addresses of each entity and principal, including a complete resume of experience and background.
- The proposal shall include an organizational chart for the operation of the proposed shop and managerial structure.
- A current audited and/or certified statement of financial responsibility and capability, substantiating the financial resources necessary to conduct and promote the operation.
- The proposal shall include the proposed fee/revenue schedule and payment schedule.
- To be considered an original response, second duplicate copy must be received by the Commissioner of Parks at the following address:

Joseph G Pinto, Commissioner of Parks  
Town of Oyster Bay Department of Parks  
977 Hicksville Road  
Massapequa NY 11758  
Attention: Greg Skupinsky, Deputy Commissioner  
Contact Email: GSkupinsky@OysterBay-ny.gov

6/7/2021 5/10/2021



Proposers must submit ten (10) hard copies (one signed original and nine copies) and (1) electronic copy of each proposal with additional relevant information. To be considered, a response must be received by the Department of Parks on or before June 1, 2021 no later than 11:00 a.m. To be considered timely received, both hard copies and electronic copy of the proposal must be received by the Department on or before the deadline established herein. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an addendum to this RFP and applicable to all proposers.

Responses received after 11:00 a.m. on **June 1, 2021**, WILL NOT BE CONSIDERED. Faxed proposals WILL NOT BE CONSIDERED.

### ***Hold Harmless Agreement***

Respondents are advised that any License Agreement will require the Licensee to defend and indemnify the Town, its officials, and its employees against any claims or actions arising out of the Licensee's operation under the License Agreement.

### ***Insurance***

**INSURANCE:** The Contractor shall not begin any work until he has obtained and the Town has approved all the insurance and bonds required under this contract **(ORIGINAL INSURANCE CERTIFICATES AS OUTLINED BELOW)**. Furthermore, the contractor shall maintain the required insurance during performance of the contract up to the date of final acceptance. The required insurance includes the following types of insurance in the amounts indicated. In addition, the bidder shall require certificates of insurance from all approved subcontractors, indicating the following coverage.

#### **A) WORKER'S COMPENSATION INSURANCE**

In accordance with the Laws of the State of New York, Worker's Compensation Insurance must cover all of the contractor's employees at the site of the project. If any work is sublet, the contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the sub-contractor's employees employed at the site unless such employees are covered by the Worker's Compensation Insurance of the contractor.

- B) COMPREHENSIVE GENERAL LIABILITY INSURANCE or GARAGE LIABILITY** Including Premises and Operations Liability, Contractor's Protective Liability and Completed Operations and Product Liability, to protect the contractor and any subcontractor performing work in connection with this contract from claims for damages from personal injury, bodily injury, sickness or disease, including any resulting in death, as well as ~~injury claimed to be sustained resulting from false arrest, detention and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.~~

**The Town of Oyster Bay shall be named as additional insured accompanied by an endorsement (CG 20 10 11 85 or equivalent) issued by the insurance carrier.**

The minimum amounts of such insurance must be as follows:

**Personal Injury/Property Damage - \$500,000.00 Each Occurrence  
General Aggregate - \$2,000,000.00**

When the limits of the policies are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary so the total amount of insurance coverage is at least equal to the requirement set forth above.

### C) PROOF OF CARRIAGE OF INSURANCE

The contractor shall furnish the Town with two (2) copies of all certificates of insurance policies, each of which must contain the following provisions: Such insurance shall not be cancelled, terminated, modified or changed by either contractor or Insurance Company, except with 30 days prior written notice sent by the Insurance Company via registered mail to the Town.

### IMPORTANT!! NO AWARD WILL BE MADE WITHOUT PROPER INSURANCE

**PERFORMANCE BOND** – The successful bidder will be required to post a performance bond in an amount equal to 100% of the proposed Town of Oyster Bay yearly revenue. The successful bidder shall be required to furnish said Performance Bond immediately after written notice of intent to award and upon receipt of such bond acceptable to the Town of Oyster Bay, shall be issued a service order. This performance bond shall be renewed annually.

#### ***Evaluation***

The Department of Parks will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements. The department reserves the right to request additional information to clarify a submitted proposal. For the purpose of further evaluation, the responsive proposals will be evaluated on the criteria below.

#### ***Evaluation Criteria***

In addition to the other criteria set forth in this RFP, the Town will consider the following:

1. Qualifications and experience of proposer in the Ice Skate Pro Shop industry.
2. Proven performance and quality in a current or past operation with the Town of Oyster, and/or those similar to the Town of Oyster Bay.
3. Demonstration of sufficient financial resources to properly conduct and operate a Pro Shop operation town-wide.
4. A comprehensive business plan with an emphasis on a vision for services to Town of Oyster Bay residents.
5. Financial Proposal: a reasonable, viable and sustainable fee payment to the Town of Oyster Bay.

Responsive proposals will be ranked using all of the above-mentioned requirements and criteria. Interviews may be requested by the Town as needed. The Department of Parks staff will independently formulate a recommendation of award.

#### ***Award***

The Department shall notify all proposers in writing of the award recommendation. Once awarded, the selected administrator/management firm will complete and submit any additional documents as required.

#### ***Cost of Preparation***

All costs of proposal preparation shall be borne by the proposer. The Department shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal.

# **COZZI SPORTS**

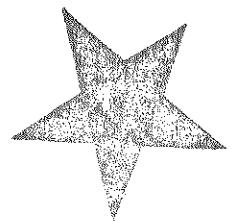
## **FOR THE OPERATION OF The PRO SHOP**

at the

**Town of Oyster Bay  
Ice Skating Center  
at Bethpage Community Park**

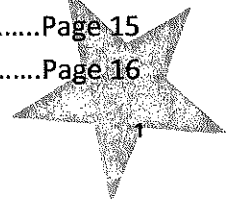
**Authorized Signature:** Andrew Cozzi

**Date:** 5/28/21



# **TABLE OF CONTENTS**

|   |         |
|---|---------|
| Qualifying Experience & Current Operation.....          | Page 2  |
| Operation & Staff.....                                  | Page 2  |
| Resume.....   | Page 2  |
| Proposed Hours of Operation.....                        | Page 3  |
| Dress Code.....   | Page 4  |
| Organizational Chart.....                               | Page 4  |
| Service.....  | Page 5  |
| Reviews.....  | Page 5  |
| Merchandising Plan.....                                 | Page 6  |
| Floor Presentation – Figure Skating.....                | Page 6  |
| Floor Presentation – Hockey.....                        | Page 6  |
| Floor Presentation – Inline Skating.....                | Page 7  |
| Floor Presentation – Skate Sharpening.....              | Page 7  |
| Figure Skating.....                                     | Page 7  |
| Hockey.....   | Page 8  |
| Rental.....   | Page 8  |
| Dust Ventilation.....                                   | Page 8  |
| Display of Sharpening Equipment/Ventilation System..... | Page 9  |
| Floor Presentation – Swimming.....                      | Page 9  |
| Retail Inventory.....                                   | Page 9  |
| Figure Skating – Authorized Dealers.....                | Page 9  |
| Hockey – Authorized Dealers.....                        | Page 10 |
| Skates.....   | Page 10 |
| Fitting of Skates.....                                  | Page 10 |
| Repairs & Alterations.....                              | Page 11 |
| Discounts to Town of Oyster Bay Residents.....          | Page 11 |
| Existing Equipment.....                                 | Page 12 |
| Heat Press Logo Machine.....                            | Page 12 |
| Kiosks at Woodbury Skating Rink.....                    | Page 12 |
| Rent.....   | Page 13 |
| Financial Information.....                              | Page 14 |
| Hold Harmless.....                                      | Page 14 |
| Contact Information.....                                | Page 14 |
| Certificate of Insurance.....                           | Page 15 |
| Certified Statement of Financial Responsibility.....    | Page 16 |



### **QUALIFYING EXPERIENCE & CURRENT OPERATION:**

Cozzi Sports has been operating Pro Shops for over 45 years. Our professional staff has over 75 years of combined experience in figure skating and hockey.

Cozzi Sports prides itself on quality customer service due to the professionalism of its staff. In the past 10 years, the Pro Shop of Bethpage ice rink has received no bad reviews.

Cozzi Sports is currently operating a Pro Shop for the Town of Huntington and has received no bad reviews. All the other Pro Shops operated by Cozzi Sports has continually received zero bad reviews.

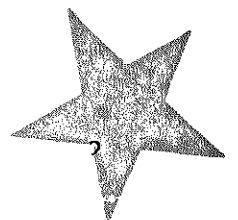
### **OPERATION & STAFF:**

- Andy Cozzi will oversee and manage the store. He will have trained staff to assist and service the public. Andy Cozzi will be responsible for maintaining the inventory for the store and all figure skating and hockey needs of skaters, from the novice to competitive player, inline skaters and skateboarders.
- Dante Cozzi will be responsible for the figure skating needs of all skaters from beginner to competitive levels.
- Michael Cozzi has been involved in the business for the past 10 years. He managed the Pro Shop at Dix Hills. Michael Cozzi will be working in the Pro Shop on a part-time basis.

### **RESUME:**

#### **BUSINESS:**

- Owned and managed **Cozzi Sports** for over 30 years.
- Maintained inventory for two stores and one warehouse.
- Maintained accounts payable and receivable.
- Trained numerous personnel to handle customer service.
- Served as point of contact for new and existing customers.
- Supported and worked with salespersons in U.S. and Canada.
- Owned and operated the Town of Oyster Bay Ice Rink Pro Shop successfully for the past 10 years.



- **Cozzi Sports** is recognized as one of the top hockey and figure skating retailers for equipment and sharpening in the tri-state area.

#### **TEACHING/COACHING:**

- Private and group lessons for boys and girls of all ages.
- Coach Tier I and Tier II travel hockey for the past 20 years for all ages.
- Run seminars for all coaching levels on the proper fundamentals of coaching children.
- Operate summer hockey camps for boys and girls in the New York tri-state area.
- Operate hockey clinics throughout Long Island year round.
- Presently the coordinator and scout for the Connecticut Yankees Tier I program for the Long Island area.

#### **EDUCATION:**

- Bachelor of Science in Business Administration and Marketing, Miami University of Ohio, 1985

#### **AWARDS AND RECOGNITION:**

- Received full Division I hockey scholarship to Miami University of Ohio (Top 10 Division 1 hockey school ranked by Hockey News).
- Attended 3 NHL hockey camps – Detroit Red Wings, Buffalo Sabres and Boston Bruins
- Signed NHL two-way contract for the Boston Bruins.
- Played Professional Hockey in the Elite Division 1 team in Germany.
- Played Professional Roller Hockey in the RHL.
- Coached various youth hockey teams to state finals, state championships and Silver Stick championships – which is either the best in the state or North America.
- Placed many upcoming players in Prep School, Juniors, College Hockey and NHL.
- Recognized as the top teaching pro on Long Island and the tri-state area.

#### **PRO SHOPS PRESENTLY RUN BY ANDY COZZI:**

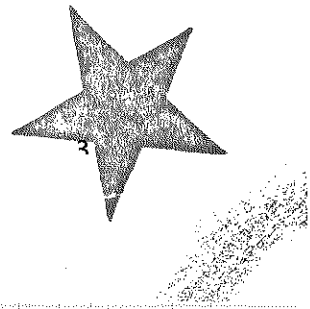
- 1) Town of Huntington: Dix Hills Ice Rink (2016-2021)
- 2) Long Island Sports Hub: Syosset (2018-2021)
- 3) Aviator Ice Arena: Brooklyn (2017-2021)

#### **PROPOSED HOURS OF OPERATION:**

Monday through Friday.....10:00 a.m. - 8:00 p.m.

Saturday.....9:00 a.m. - 6:00 p.m.

Sunday.....9:00 a.m. - 6:00 p.m.



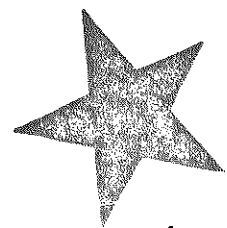
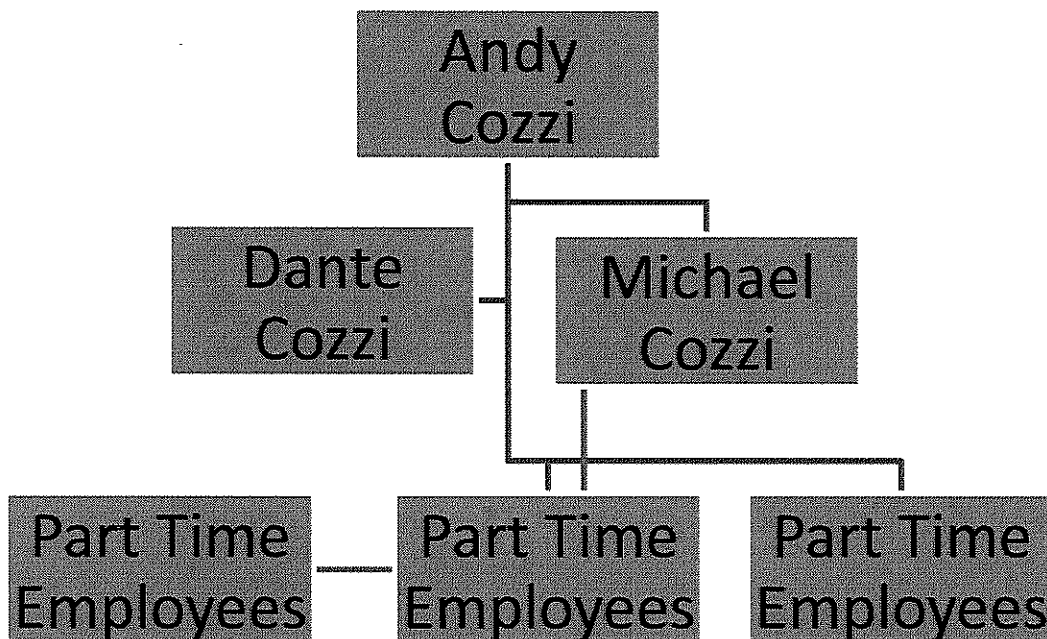


Through the months of September to March, Cozzi Sports will open at 6:00 a.m. or 7:00 a.m. depending on when the first charter starts. If the rink wants Cozzi Sports to open earlier, or later, we will accommodate such request at any time. Cozzi Sports will always be open during public skating sessions to serve the public's needs.

**DRESS CODE:**

Cozzi Sports staff must wear khaki pants and a collared shirt with the Cozzi Sports logo. No jeans, sneakers or hats will be allowed. Every employee will be clean-shaven and dressed appropriately.

**ORGANIZATIONAL CHART:**

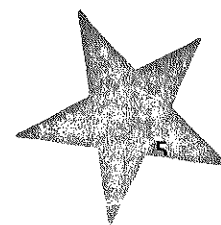


### **SERVICE:**

Cozzi Sports has built its business on unmatched customer service, striving to put the customers' needs first. As a family business, we treat every customer as if they are a part of our own family. Whether they have shopped at Cozzi Sports before or are new, we take pride in creating a solid customer relationship. We want every customer to aspire to support their local businesses rather than going online and purchasing from big companies' websites. I have witnessed many errors from customers who have shopped online only to be disappointed with the quality and sizing of the purchased item. We then fixed the problem leading to a happier customer when shopping with us. Quality customer service is what I strive for in all Cozzi Sports employees, enabling a stronger customer relationship at the end of their visit to our store. Fulfilling the customers' needs is an essential aspect of my business, and it is what we attempt to accomplish. In the history of our 25 years of operation, we have never had a disagreement or negative feedback in our store. If I see any problem, I step in and diffuse the situation quickly and calmly. With online competition increasing, it is essential to maintain strong customer relations and customer loyalty to have a healthy business.

### **REVIEWS:**

In the ten years that Cozzi Sports has been at Bethpage, we have not had one negative review about our products or the customer service. I take great pride in this because quality customer reviews show the time and effort we put into creating a business where the customer is always right. I have made it a core focus to create a memorable and fun shopping experience that enhances our business. In novel circumstances, if a customer believes something different or wanted a specific request, I have always been there to oblige.



### **MERCHANDISING PLAN:**

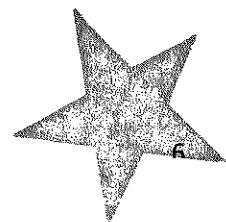
- Cozzi Sports has set up the store into sub sections featuring areas for figure skating, ice hockey, inline hockey, skate sharpening and a small section during the summer months for swimming apparel. We have emulated the NHL store in New York City in layout design. Every piece of merchandise is displayed neatly to make it pleasing to the consumer.
- Cozzi Sports gives permission to the Town of Oyster Bay to inspect and monitor the organization of the store as well as its cleanliness at any time.
- Cozzi Sports is responsible for collection and disposal of all empty boxes and garbage to be taken to their designated areas.

### **FLOOR PRESENTATION - FIGURE SKATING:**

- **Equipment:** The figure skating section includes displays for boots and figure skating blades. We have provided a comfortable seating area for the boots to be fitted.
- **Apparel & Accessories:** We carry both custom and stock figure skating dresses and all Mondor accessories necessary for figure skating. We stock a full assortment of blade guards and covers, tights, gloves and warm-up jackets, and pants broken down into sub sections.

### **FLOOR PRESENTATION - HOCKEY:**

- **Equipment:** The equipment area of the hockey section showcases a wide variety of hockey skates. Each hockey skate is displayed on a holder representing its manufacturer. Cozzi Sports showcases a wide variety of stick styles from high-end to low-end composite and standard wood. Shoulder pads, pants, elbow guards, shin guards, chest protectors, helmets, gloves and all necessary protective equipment are fully stocked from manufacturers such as Reebok, Bauer, Easton, Warrior, Graf, Montreal Tackla, Sherwood Inglassco, Vaughn, and Brian's.



- **Apparel & Accessories:** We stock all NHL- licensed merchandise, jerseys, socks, hats, t-shirts, novelties and various clothing items further broken down into sub sections.

#### **FLOOR PRESENTATION - INLINE SKATING:**

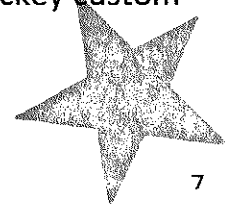
Cozzi Sports will carry a full selection of inline skates and inline accessories and equipment, i.e., wheels, bearings. Major brands such as Bauer, Warrior, Labeda, CCM, and Mission will all be stocked.

Cozzi Sports will stock all items necessary for the inline skater. Cozzi Sports will carry skateboards and all replacement parts necessary for the inline skater.

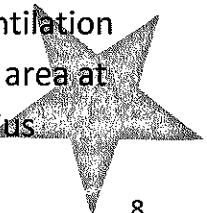
#### **FLOOR PRESENTATION - SKATE SHARPENING:**

Cozzi Sports will perform the sharpening of all skates for hockey and figure skates.

- **Figure Skate Sharpening:** Cozzi Sports will perform all figure skate sharpening. The sharpening will be performed on a **custom figure skating NOSZKO sharpening machine**. This NOSZKO machine is the only machine that should be used to sharpen low-level to competitive figure skating blades. This machine is separate and distinct from the hockey custom radius machine. Figure skating blades cannot be sharpened on the hockey custom radius machine. The NOSZKO sharpening machine uses a **rubber**-finishing wheel as opposed to a stone wheel used in hockey. The rubber-finishing wheel prolongs the longevity of all figure skating blades, which is crucial due to the very high cost of buying these figure skating blades. Any figure skating blade sharpened on a hockey custom radius machine will be destroyed in one sharpening because of the hard stone wheel. The NOSZKO sharpening machine will allow figure skating blades to be sharpened upwards of 30 times whereas a hockey custom radius machine will allow blades to be sharpened 10 times. It is a common flaw of many shops around the tri-state area to use a hockey custom radius machine for sharpening figure skates.



- **Hockey Skate Sharpening:** Hockey skate sharpening will be done during store hours by Andy Cozzi, Dante Cozzi and all trained staff. We provide custom radius sharpening using a **Blademaster Custom Radius sharpening machine**, which can profile each customer's preferred radius, i.e., 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 7/8 and 1 inch. Cozzi Sports will carefully monitor each skate to ensure proper profiling stays consistent for every customer. If a customer has their skates sharpened elsewhere, Cozzi Sports will be able to fix any mistakes and get the blade back to its proper profiling. Cozzi Sports can contour the blade to 7, 9, 11 and 13-foot radius.
- **Rental Skate Sharpening:** Cozzi Sports will sharpen all rental skates for Bethpage Community Park, Marjorie R. Post Community Ice Rink and Syosset-Woodbury Community Park. Cozzi Sports will sharpen the skates at Bethpage Community Park during the prime winter months on a weekly basis. Cozzi Sports will sharpen the skates at Marjorie R. Post Community Ice Rink and Syosset-Woodbury Community Park during the prime winter months on a monthly basis. Cozzi Sports will sharpen and maintain the upkeep of all boots, blades and laces for all three rinks and take care of disinfection of skates when applicable. If necessary, a portable sharpening machine can be used at rinks other than Bethpage Community Park to facilitate faster service. We will alert the Town regarding any skates we deem to be unsafe or worn out. **Cozzi Sports will assist skaters who are wearing rental skates during a public session by sharpening or repairing the laces if they are having a problem. We will fix any problem with the skates on the spot at no cost to the customer at any time during the public session at Bethpage Community Park.**
- **Dust Ventilation for Sharpening:** Cozzi Sports will provide a **Torit Ventilation System** which will absorb 100% of the dust and sharpening fragments which if not absorbed can make the surroundings dirty. This Torit Ventilation System is necessary for the health and safety of anyone who sharpens skates and for anyone in close proximity. People who sharpen without a separate ventilation system are putting themselves and those in the surrounding area at risk. This unit costs \$15,000 to buy. The hockey custom radius



machine costs \$10,000 to buy. The NOSZKO figure skating machine was custom built for \$8,000. All three machines are in stock and are in the Bethpage Pro Shop. Great emphasis must be given on having a separate ventilation system. Cozzi Sports would never sharpen skates without this unit. Many shops in North America operate without this ventilation system.

- **Display of Sharpening Equipment/Ventilation System**: All machines used for sharpening are located in the back of the shop. The machines are relatively the same height and width. We would like this area to be enclosed for the safety of young children who sometimes don't listen or read signs since entering this area can be very dangerous. Customers will not be allowed to enter the sharpening area. Cozzi Sports has located the sharpening area to the rear of the store enclosed by a wall allowing only one entrance area to the sharpening area. There is a sign above the entrance area, which will read: **No Admittance - Staff Only**. This setup is for the protection of customers and employees. All the machines are in this area. There will also be storage in the back.

#### **FLOOR PRESENTATION - SWIMMING ACCESSORIES:**

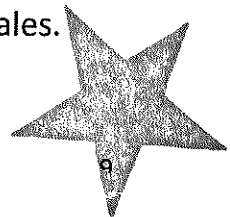
Cozzi Sports will provide a small selection of swimming accessories for the pool at Town of Oyster Bay. Such items will include bathing caps, goggles, nose plugs and sunscreen.

#### **RETAIL INVENTORY:**

Cozzi Sports is fully stocked with top of the line merchandise at the Bethpage Pro Shop. The store is fully operational and open to the public daily.

#### **FIGURE SKATING AUTHORIZED DEALERS:**

- **Riedell**: Riedell is the Number 1 figure skating dealer in North America. Cozzi Sports has been an authorized dealer for Riedell for the past 30 years. Riedell considers Cozzi Sports to be their Number 1 dealer in the tri-state area both for service and sales.



- **Jackson Ultima**: Cozzi Sports has been an authorized dealer for Jackson Ultima for the past 30 years.
- **Graf**: Cozzi Sports is an authorized dealer for all Graf figure skating boots and blades for the past 10 years.
- **Harlick**: Cozzi Sports has been an authorized dealer for Harlick, makers of custom and stock boots and blades, for the past 30 years.
- **Mondor**: We will stock all Mondor accessories and apparel.

Cozzi Sports attends all figure skating shows and seminars held yearly to keep current regarding boots and blades. Cozzi Sports will meet with dealer reps to discuss any new and/or up-and-coming products. Cozzi Sports also has an incredible business relationship with all the figure skating pros on Long Island. These pros send their students to Cozzi Sports to fulfill all the students figure skating needs.

#### **HOCKEY AUTHORIZED DEALERS:**

Cozzi Sports is an authorized dealer for **Reebok, Bauer, Nike, Warrior, Graf, Montreal Tackla, Sherwood, Inglassco, Vaughn, Adidas, and Brian's.**

Cozzi Sports will fully stock all new and up-and-coming inventories for each season. Cozzi Sports attends the yearly hockey show in Las Vegas where the new lines of merchandise are exhibited and all changes to equipment are discussed. Cozzi Sports will meet with dealer reps during the season to discuss any new and/or up-and-coming products.

#### **SKATES:**

#### **FITTING OF SKATES:**

**Figure Skating:** Boots and blades will be fitted by Dante Cozzi.

**Hockey:** Boots will be fitted by Andy Cozzi.

No other employees of Cozzi Sports will fit figure skating boots or hockey boots unless monitored by Dante Cozzi or Andy Cozzi. Upon being fitted, each customer will be entered into a computer database regarding their purchase, i.e., size, make, model, to enable proper maintenance and/or

future needs. Dante Cozzi and Andy Cozzi will make adjustments to the settings of both figure and hockey skates which is imperative to accommodate certain problems with people's feet or ankles, i.e., the blade must be moved to the inside for someone who is flat-footed which will then bring them back to a level skating surface rather than skating on just an inside edge. The skater will be level, meaning skating on both an inside and outside edge, if flat-footed. Due to problems with people's feet, these adjustments are necessary for proper fitting boots. Every customer's needs are different.

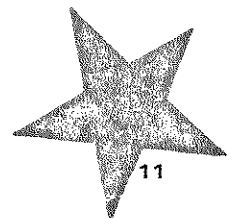
### **REPAIRS & ALTERATIONS:**

Cozzi Sports has a hockey-riveting table to repair and replace all holders on hockey skates. The table is placed adjacent and parallel to sharpening machines to ensure a safe environment.

Cozzi Sports has a machine available for stretching figure skating boots and hockey boots. This boot-stretching machine is used to stretch boots one full size, if needed. For example, a competitive figure skater that has just had a growth spurt with a competition two weeks away will not be able to break in new boots. We stretch the boots a full size so the skater can compete in the boots he or she is used to and comfortable with. This machine can make the difference for a skater to be able to compete or not.

### **DISCOUNTS TO TOWN OF OYSTER BAY RESIDENTS:**

- **10% Off** – Cozzi Sports gives **10% off** on merchandise to residents of the Town of Oyster Bay.
- **Sharpening Card** – Cozzi Sports offers 10 sharpenings for \$30. (Retail value \$80 – **savings of \$50**)
- **Group Classes** – Cozzi Sports will offer reduced prices on figure skates upon completion of group lessons package. We have done this over the past many years and have garnered a big following.





## **EXISTING EQUIPMENT:**

### **EXISTING EQUIPMENT:**

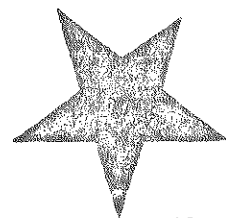
- Noszko skate sharpening machine
- Blademaster custom radius skate sharpening machine
- Torit ventilation system
- Heat Press Logo machine
- Hockey riveting machine
- Skate stretching machine
- Oven for heat molding skates
- Profiling Tools to Perform custom radius

### **HEAT PRESS LOGO MACHINE:**

- Cozzi Sports has a heat press logo machine, which can put numbers, logos and names on hockey jerseys while you wait. The machine is in the store adjacent and parallel to the hockey sharpening machines in a safe environment. This machine is used for the house league jerseys to put the team logo and names on the jerseys.

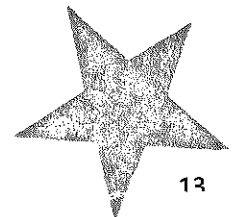
### **Kiosks at Syosset Woodbury Park**

From November to March of this upcoming year, Cozzi Sports would like to set up Kiosks at Syosset's Woodbury Park skating rink. These kiosks would supply free rental sharpening to the public. The sale of hats, gloves, scarves, and other items needed for the cold would also be available at these kiosks. We can discuss this idea in more depth at any time in the near future.



**RENT:**

1. **Cozzi Sports will pay:**
  - **Year 1:** \$1,100 Per Month. **Total Yearly Rent:** \$13,200
  - **Year 2:** \$1,150 Per Month. **Total Yearly Rent:** \$13,800
  - **Year 3:** \$1,200 Per Month. **Total Yearly Rent:** \$14,400
  - **Year 4:** \$1,250 Per Month. **Total Yearly Rent:** \$15,000
  - **Year 5:** \$1,300 Per Month. **Total Yearly Rent:** \$15,600
  - **Year 6:** \$1,400 Per Month. **Total Yearly Rent:** \$16,800
  - **Year 7:** \$1,400 Per Month. **Total Yearly Rent:** \$16,800
  - **Year 8:** \$1400 Per Month. **Total Yearly Rent:** \$16,800
2. Cozzi Sports will sharpen all rental skates for the Town of Oyster Bay (3 rinks) for **free**. Estimating 1,500 skates at \$8.00/pair = \$12,000. Cozzi Sports will not charge the Town of Oyster Bay and sharpen for **free** the 1,500 pairs of skates. **Savings to the Town of Oyster Bay: \$12,000.** All skates will be sharpened by, Andy Cozzi. He has been sharpening for the past 30 years.
3. All 1,500 laces will be replaced for **free**. Retail value is 1,500 @ \$4.00 = \$6,000. **Savings to the Town of Oyster Bay: \$6,000**
4. Disinfection of skates, including supplies and labor, estimated cost \$500. Will be done for **free** for the Town of Oyster Bay. **Savings to the Town of Oyster Bay: \$500.**
5. **Total Savings to the Town of Oyster Bay including No. 2, No. 3 and No. 4: \$18,500.**
6. Cozzi Sports will advertise in the Town of Oyster Bay's winter brochure (quarter page). Cozzi Sports will pay for cost of advertising in winter brochure. All programs and discounts offered to the Town of Oyster Bay residents will be advertised in winter brochure.



**FINANCIAL INFORMATION:**

Cozzi Sports and vendors, both figure skating and hockey, work on a payment schedule of Net 30/Net 90 or pay in advance terms. Cozzi Sports has credit lines with certain vendors that we buy a substantial amount of merchandise from. Cozzi Sports has fully stock the store with everything needed to outfit and supply the figure skater, hockey player, inline player and soon-to-be skateboarder.

Feel free to contact Jessica Baker at JP Morgan Chase Bank, N.A., (631) 261-7340 regarding banking information. We will be able to meet all financial obligations regarding rent, merchandise and payroll.

**HOLD HARMLESS:**

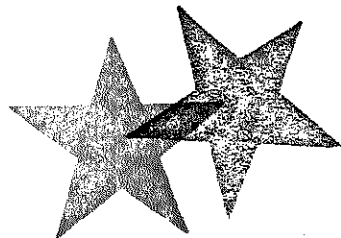
Cozzi Sports agrees to indemnify and hold harmless the Town, its officers and employees from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind of nature, whether direct or indirect, arising out of the performance of this contract, or the carelessness, negligence or improper conduct of Cozzi Sports and/or its subcontractors, agents or employees. (See insurance policy.)

**CONTACT INFORMATION:**

Andy Cozzi

[REDACTED]

[andycozzi11@msn.com](mailto:andycozzi11@msn.com)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/21

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                                | CONTACT NAME: Jason                 |
| Eugene A. Bartow Insurance Agency, Inc. | PHONE (A/C No. Ext.): (631)242-4745 |
| 62C S 2nd St                            | FAX (A/C No.): (631)242-5868        |
| Deer Park, NY 11729                     | E-MAIL: jason@bartowinsurance.com   |
| License#: Jason Bartow                  | INSURER(S) AFFORDING COVERAGE       |
|   | INSURER A: Utica National Ins CO    |
|   | INSURER B: Security National Ins Co |
|   | INSURER C:                          |
|   | INSURER D:                          |
|   | INSURER E:                          |
|   | INSURER F:                          |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADOL SUBR (IND - WVD)               | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                     | 4889735       | 09/25/20                | 09/25/21                | EACH OCCURRENCE \$ 200000<br>DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 50000<br>MED EXP (Any one person) \$ 10000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRE AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |                                     |               |                         |                         | COMBINED SINGLE LIMIT (EA accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |                                     |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> N/A | SWC1258877    | 09/25/20                | 09/26/21                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                            |

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

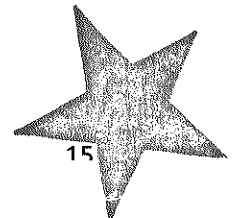
Additional insured as required by a written contract - Town of Oyster Bay

|  |  |
|--|--|
| CERTIFICATE HOLDER   | CANCELLATION   |
| Town of Oyster Bay<br>1001 Stewart Ave<br>Bethpage, NY 11714 | 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<br>  |

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



INNOVATIVE TAX &  
CONSULTING SERVICES LTD  
DOUG VERNIOIA & WAYNE HICKEY CPA  
600 JOHNSON AVENUE  
SUITE C-7  
BOHEMIA, NEW YORK 11716  
-----  
TELE (631) 563-4270  
FAX (631) 563-4518

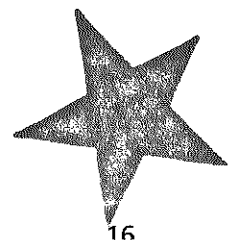
May 27, 2021

To whom it may concern:

I have been the accountant for Andrew Cozzi and Cozzi Sports Inc. from inception 6/08/2011 up to the present time. I have prepared all Personal and Corporate Federal and NY State Tax returns every year. The corporation has been a tremendous support for the hockey and figure skating community. For all these years Andrew and the corporation have always maintained a solid and strong financial position.

Sincerely Yours:

*Doug Vernioia*  
Douglas Vernioia



# THIS IS US

## CUSTOMER REVIEWS:



**Lenny Shomberg** recommends Cozzi Sports. ...  
about 5 years ago · 1

Have known the Cozzi's for over 40 years. They take pride in their business and it shows when you are a customer. Extremely knowledgeable, professional, makes sure all items fit properly.  
If a problem might arise, they respond to it with tremendous customer service. No need to look anywhere else for any figure skating or hockey equipment. Huge selection and great prices as well.



Like



Comment



**Joe Kayak** recommends Cozzi Sports. ...  
about a year ago · 0

Best and honest service around, let alone Great Guy!



Like



Comment



**Jeffrey A Bilodeau** recommends Cozzi Sports. ...  
about a year ago · 0

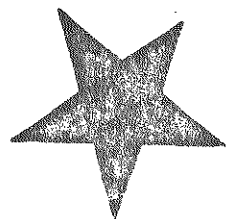
Well .. excellence in the pro shop for sure !!! . Dante was one of the nicest people I've met in a long time !. I had issues with my skate and he's was so informative and helpful . I was very pleased with the service I received ..  
The rink is very roomy and I enjoyed skating there ... if it's been awhile dunce you skated I suggest you take a trip to Cozzi .. 🐾 🐾 🐾 .. you'll be glad you did



Like



Comment





**Richard Lang** recommends **Cozzi Sports**.



about 6 years ago ·

I went to Cozzi sports to buy my son hockey skates and hockey equipment. My son has never skated before. As I was talking to Andrew I mentioned that my son is fighting cancer and wants to play hockey. Well, Andrew was so great to us by NOT forcing any unnecessary items at this time. He sold us what we only needed and did not want me to waste money on things at this time. He was honest and caring. He welcomed my son into the store and treated him so kind. Thank you to Cozzi Sports for your expertise and your compassion. Now my son will be taking lessons from Andrew because of how he treated us.

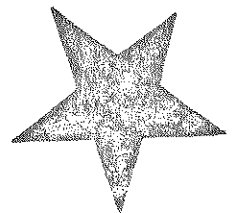


**Christopher Francavilla** recommends **Cozzi Sports**.



about 2 years ago ·

Cozzi Sports is the best all for ice hockey equipments. The skating sharpen are best of the Rest. I been going Cozzi sport for 25years for all my ice hockey needs. I won't let any other sharpen skates. So take it from me a long time customer. Please Don't chance it with any of other Competitors. Choose Cozzi Sport for ice hockey and skating needs.



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

**TO** : Joseph G. Pinto, Commissioner,  
Department of Parks

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

**DATE** : June 3, 2021

**SUBJECT:** Procurement of Pro Shop Operator for Town Ice Skating Center

---

We are in receipt of your memorandum dated June 1, 2021, requesting the opinion of this office with respect to compliance with the Town's procurement policy regarding the procurement of an operator of a Pro Shop at the Town of Oyster Bay Ice Skating Center.

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 five established pro shops and skating center providers and posting of the RFP on the Town's website and bulletin board, it is the opinion of this office that you are in compliance with the Town's Procurement Policy despite having only received one response.

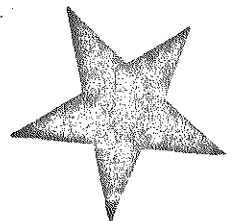
Office of the Town Attorney

*Thomas M. Sabellico*

Thomas M. Sabellico  
Special Counsel

TMS:/nb

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





# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET

FROM : JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE : JUNE 13, 2021

SUBJECT : OPERATION OF A PRO SHOP AT THE TOWN OF OYSTER BAY ICE  
SKATING CENTER - RFP CONTRACT AWARD

---

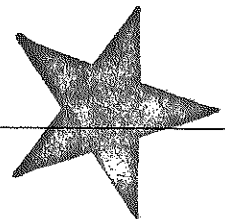
The Department of Parks will submit a formal request to authorize a contract agreement for the Operation of a pro shop at Town of Oyster Bay Ice Skating Center, in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board meeting to be held on June 29, 2021.

---

  
JOSEPH G. PINTO  
COMMISSIONER OF PARKS

---

JGP/kc



Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, by Resolution No. 809-2019, adopted on December 10, 2019, the Town Board authorized the Department of Public Works to enter into Contract No. PWC09-20, On-Call Engineering Services Relative to Site Development, with Cameron Engineering & Associates, L.L.P., 177 Crossways Park Drive Woodbury, New York, for a term of two (2) years, commencing on January 1, 2020 through December 31, 2021; and

WHEREAS, Richard J. Zapolski, Jr., P.E., Associate Partner, Cameron Engineering & Associates, L.L.P., by letter dated June 16, 2021, requested approval to use Soil Mechanics Drilling Corp., 3770 Merrick Road Seaford, New York, as a sub-consultant, to conduct a feasibility study with respect to the potential replacement of natural turf and skinned infield surfaces with synthetic turf on the multi-purpose field, and possibly the larger baseball field, at Francis M. Gaynor Park in Glen Head (behind the Glen Head Community Center); and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 14, 2021 requested Town Board authorization for Cameron Engineering & Associates, L.L.P. to use Soil Mechanics Drilling Corp. as a sub-consultant to, perform the aforesaid services; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested the Town Board authorize and direct the Comptroller to issue an encumbrance order, in an amount not to exceed \$17,600.00, to pay for work done by Cameron Engineering & Associates, L.L.P. and Soil Mechanics Drilling Corp. in connection with the aforesaid project, with funds available in Account No. PKS-H-7197-20000-000-2002-001; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and Cameron Engineering & Associates, L.L.P., is hereby authorized to use Soil Mechanics Drilling Corp., as a sub-consultant, to conduct a feasibility study with respect to the potential replacement of natural turf and skinned infield surfaces with synthetic turf on the multi-purpose field, and possibly the larger baseball field, at Francis M. Gaynor Park in Glen Head (behind the Glen Head Community Center); and it be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order, in an amount not to exceed \$17,600.00, to pay for work done by Cameron Engineering & Associates, L.L.P. and Soil Mechanics Drilling Corp. in connection with the aforesaid project; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS-H-7197-20000-000-2002-001; and be it further

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

~~#~~

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

|                      |        |
|----------------------|--------|
| Supervisor Saladino  | Aye    |
| Councilwoman Johnson | Aye    |
| Councilman Imbroto   | Aye    |
| Councilman Hand      | Aye    |
| Councilman Labriola  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

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

JUNE 14, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC09-20  
SITE DEVELOPMENT  
USE OF SUB-CONSULTANT  
ACCOUNT NO.: PKS-H-7197-20000-000-2002-001  
PROJECT ID NO. 2002PKSA-11

---


The consultant, Cameron Engineering & Associates, LLP has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC09-20 by Resolution No. 809-2019 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated June 9, 2021 from Cameron Engineering & Associates, LLP regarding the scope of work to be performed in an amount not to exceed \$17,650.00. Services to be provided include a feasibility study regarding the potential placement of synthetic turf athletic fields at Francis M. Gaynor Park. In addition, Cameron Engineering & Associates, LLP requests authorization to utilize Soil Mechanics Drilling Corp. as a sub consultant to this project.

Attached is an availability of funds in the amount of \$17,650.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS-H-7197-20000-000-2002-001.

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

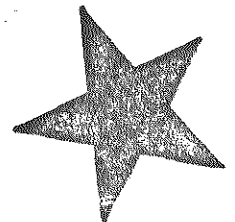
It is hereby requested that the Town Board authorize, by Resolution Cameron Engineering & Associates, LLP under Contract No. PWC09-20, On-Call Technical Assistance Relative to Site Development as well as Soil Mechanics Drilling Corp. be authorized as a sub consultant and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

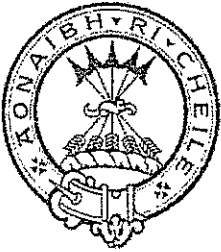
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

 RWL/CT/MR/BK/nm

Attachment

cc: Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner / Parks Department  
PWC09-20 Docket 17650 Cameron Gaynor Park





## CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive Woodbury, NY 11797 (516) 827-4900  
1411 Broadway, Suite 610 New York, NY 10018 (212) 324-4000  
303 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of **ACEC New York**  
Association of Consulting Engineers and Architects

*Managing Partner*  
John D. Cameron, Jr., P.E.

*Senior Partner*  
Joseph R. Amato, P.E.

*Partners / Principals*  
Mark Wagner, CEP  
Janice Iijina, P.E., AICP CEP  
Nicholas A. Kumbatovic, P.E.  
Michael J. Hults, P.E.  
Andrew L. Narus, P.E., CCM

*Associate Partner*  
Richard J. Zapolski, Jr., P.E.

*Senior Associates*  
Glenn DeSimone, P.E., CPE  
Stephen Hadjivane, P.E., BCEE  
Michael A. De Giglio, R.L.A.

*Associate*  
Sarah Oral, P.E.

June 16, 2021

Mr. John Tassone, Deputy Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791  
Via email - jtassone@oysterbay.ny.gov

Re: Parklet G – 05: Francis M. Gaynor Park  
Glen Head Road, Town of Oyster Bay  
Synthetic Turf Improvements  
Proposal Revision for Feasibility Study Phase Engineering Services  
Contract No. PWC09-20-Site Development  
CP10131a4r1

Dear Deputy Commissioner Tassone:

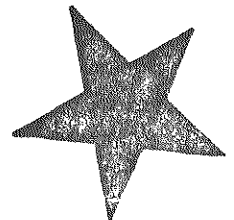
In accordance with your recent request, Cameron Engineering & Associates, LLP (Cameron Engineering) respectfully submits our Proposal Revision for a Feasibility Study Phase Services for the above referenced project. Below is a brief description of our understanding of the project, our proposed Scope of Services, and our Fee for the work to be performed.

### **I. PROJECT DESCRIPTION**

Francis M. Gaynor Park is a +/- 8-acre facility located in Glen Head behind the Glen Head Community Center. The Park consists of three (3) baseball fields (two (2) youth fields and 60-foot base path baseball field), a multi-purpose field and a youth soccer field. The Town of Oyster Bay is evaluating the feasibility of converting the multi-purpose field and possibly the larger baseball field from natural turf and skinned infield surfaces to synthetic turf playing surfaces. The three existing baseball field facilities have been developed with chain link backstops, dugouts and spectator seating areas and it is anticipated that these improvements would be retained around the larger baseball field should the field be converted to synthetic turf. It is understood that Town Engineering Department believes that the fields were built on a former ash fill site which may have impacts on the cost associated with the export / removal of soil material for the proposed fields and supporting infrastructure, the proposed section of the synthetic turf and underlying stone base courses and the design of a subsurface drainage system required for the synthetic turf improvements. Understanding the makeup of the subsurface profile of the material below the fields will be essential in evaluating a proposed design and any increased cost associated with the conversion to synthetic turf fields. A soil boring program will be the first task our office will initiate and coordinate utilizing our qualified sub-contractor Soil Mechanics Drilling Corp. to perform soil borings and to prepare a geotechnical letter report.

*"Celebrating Over 35 Years of Excellence in Planning and Engineering"*

[www.cameronengineering.com](http://www.cameronengineering.com)



# CAMERON ENGINEERING

*Deputy Commissioner Tassone., Town of Oyster Bay  
Proposal Revision for Francis M. Gaynor Park Turf Improvements – Feasibility Study (cp10131a4r1)*

*June 16, 2021  
Page 2 of 3*

## II. SCOPE OF SERVICES – CONCEPT PHASE

The specific Engineering and Landscape Architectural Services to implement the Project Description under this Proposal are as follows:

- A. Soil Boring Program
  - 1. Coordinate an on-site geotechnical scope of work to include six (6) soil borings to a maximum 30-foot depth or to limits of the fill conditions and or groundwater is encountered. Obtain a Geotechnical letter report based on soil boring results. Geotechnical scope to be performed by Soil Mechanics Drilling Corp. as a sub-consultant to our office.
  - 2. Prepare a geotechnical letter report to identify any potential constraints of the underlying soils and to understand the depth of the ground water.

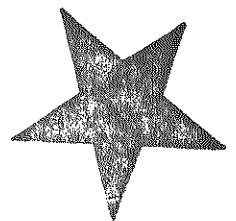
We request the approval for the above scope of work to be provided by Soil Mechanics Drilling Corp. as a sub-consultant to Cameron Engineering.

- B. Perform site visit to observe existing conditions including the existing topography, general layout of the existing fields and facility, the presence of any settlement throughout the fields, natural and built site features, existing drainage patterns, vegetation and site accessibility.
- C. Prepare a base map utilizing available GIS aerial information and GIS topographic information for purposes of preparing a preliminary conceptual plan of the proposed field layout.
- D. Based upon the result and findings of the soil boring program, geotechnical letter report and our site investigation Cameron Engineering will prepare a Feasibility Letter Report with narrative of the existing conditions, underlaying soil conditions, the proposed field layout, field cross section recommendations, recommended storm water management plan and a order of magnitude budget estimate for the proposed recommendations.

## III. ADDITIONAL SERVICES

With prior authorization, we would provide any of the following additional services:

- A. Preparation of an updated survey, topographic map, tree survey, utility tone out survey, etc. Design evaluation and recommendations for the youth baseball fields and youth soccer field.
- B. Preparation of advanced contract documents, preparation of a storm water pollution prevention plan (SWPPP), NYSDEC wetland permitting, weekly SWPPP inspections, construction administrative services, construction observation services.
- C. Attendance and public meetings, facilitation with civic and or focus groups, etc. including PowerPoint presentations, 3-D renderings, cross-sections, etc.



# CAMERON ENGINEERING

*Deputy Commissioner Tassone., Town of Oyster Bay  
Proposal Revision for Francis M. Gaynor Park Turf Improvements – Feasibility Study (cp10131a4r1)*

*June 16, 2021  
Page 3 of 3*

## IV. FEES AND PAYMENTS

- A. For the proposed scope of work as outlined under Item II.A would be performed for the lump sum fee of \$12,200.
- B. The proposed Scope of Services outlined under Items II.B-D will be performed under our On-Call Site Development Contract No. PWC09-20 on a timecard basis (approved hourly rate schedule) for the estimated fee of \$4,950 plus \$500 for reimbursable expenses for printing, copying and large-scale plots.

## V. CONTRACT AUTHORIZATION

This letter represents the entire Proposal Revision. In order to initiate this contract, please forward your standard form of authorization for professional services.

We thank you for requesting this Proposal Revision and appreciate the opportunity to work with you on this project. Should you have any questions, or wish to discuss any item in greater detail, please do not hesitate to contact Walter Sieber, Director of Site Development at 516-224-5245 or me at (516) 224-5290.

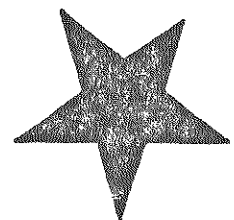
Very truly yours,

*Richard J. Zapolski*

Richard J. Zapolski, Jr., P.E.,  
Associate Partner

*Cc: Richard Lenz, P.E. Commissioner  
Department of Public Works  
Mr. Matthew Russo, P.E  
Division of Engineering*

*WS/jm*





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



Requesting Division/Department

Parks

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

Contract Number PWC 09-20

Contract Period 1/1/20 - 12/31/21

Consultant/Contractor Cameron Engineering & Associates, LLP

Discipline On Call Engineering Services Relative to Site Development

Total Authorization \$114,050.00

Resolution No. 809-2019 Date 12/10/2019

Funded To Date \$96,400.00

Amount Requested \$17,650.00

Account To Be Used PKS-H-7197-20000-000-2002-001 2002PKSA-II

If Capital Account, State The Related Contract Number:

Description Of Work

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

Engineering Services relative to site development / Feasibility Study at Francis M. Gaynor Park

Glen Had, NY

Work To Be Completed In Contract Period: Yes ☒ No ☐

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

Signature

Title Commissioner / Parks

Date 6/16/2021

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title Commissioner of Public Works

Date 6/16/21

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 17,650.00

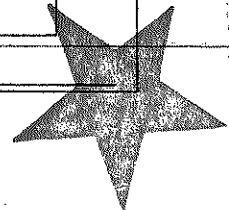
Unencumbered Balance 50,000.00

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

Yes ☒ No ☐

Signature

Date 6/16/21







# TOWN OF OYSTER BAY

## WORK ORDER



*This Section To Be Completed By The Department Of Public Works*

Work Order No. \_\_\_\_\_

E.O. No. \_\_\_\_\_

Contract Start 1/1/2020

Contract No. PWC 09-20

Contract End 12/31/2021

Commencement Date \_\_\_\_\_

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

Vendor Name and Address

Cameron Engineering & Associates, LLP

177 Crossways Park Drive

Woodbury, NY 11797

Requesting Town Department Parks

Contact \_\_\_\_\_ Phone \_\_\_\_\_

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

Engineering Services relative to site development / Feasibility study of Francis M. Gaynor Park

**This work order shall not exceed \$ 17,650.00**

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

**Requesting Division/Department**

**Department Of Public Works Approval**

**Only To Be Executed By The Commissioner**

Signature [Signature]

Signature [Signature]

Title Commissioner / Parks

**Commissioner of Public Works**

Date 6/16/21

Date 6/16/21

Meeting of December 10, 2019

Resolution No. 809-2019

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2019, advised that the Department of Public Works issued a Request for Proposal to firms seeking to provide On-Call Engineering Services to the Town in connection with Site Development, resulting in the receipt of thirteen (13) submissions; and

WHEREAS, Commissioner Lenz has, after review and analysis of the submissions based upon the technical merits of the responses, in compliance with the Town's Procurement Policy, requested and recommended that Cameron Engineering & Associates, LLP, D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., LLC, H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., John A. Grillo Architect, P.C., N&P Engineering, Architecture and Land Surveying, PLLC, and Nassau Suffolk Engineering & Architecture, PLLC be authorized to perform On-Call Engineering Services in connection with Contract No. PWC09-20, Site Development, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021,

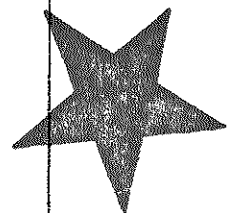
NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved and Cameron Engineering & Associates, LLP, D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., LLC, H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., John A. Grillo Architect, P.C., N&P Engineering, Architecture and Land Surveying, PLLC, and Nassau Suffolk Engineering & Architecture, PLLC are hereby authorized and directed to provide On-Call Engineering Services in connection with Contract No. PWC09-20, Site Development, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

#

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

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

00RS  
Reviewed By  
Office of Town Attorney  
*M. J. [Signature]*



373A  
373A-2021 reso

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, 54 Audrey Avenue, in said Town, on June 29, 2021, at 10:00 o'clock A.M., Prevailing Time.

PRESENT:

Joseph Saladino

Supervisor

Michele Johnson

Councilman

Louis Imbroto

Councilman

Thomas Hand

Councilman

Vicki Walsh

Councilman

Councilman

Councilman

\_\_\_\_\_X

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.

\_\_\_\_\_X

Resolution No. 373A-2021

PUBLIC INTEREST ORDER

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;

Reviewed By  
Office of Town Attorney

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 Town Board of said Town has reviewed the Petition and a map, plan and report, including an estimate of cost relating to said increase and improvement of facilities in said District; and

WHEREAS, the estimated maximum cost to said District of such increase and improvement of facilities is determined to be \$13,200,000; and

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

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("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, the Town Board has reviewed the aforesaid environmental analysis and has concurred in the determination made under SEQRA by the District; and

WHEREAS, at a meeting of said Town Board duly called and held on June 15, 2021, an order was duly adopted by it and entered in the minutes specifying that said Town Board would meet to consider the increase and improvement of the Town of Oyster Bay South Farmingdale Water District in said Town at an estimated maximum cost of \$13,200,000 and to hear all persons interested in the subject thereof concerning the same 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; and

WHEREAS, said order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; and NOW, THEREFORE, BE IT

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

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to increase and improve the facilities in said District in said Town, consisting 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, at an estimated maximum cost of \$13,200,000.

Section 2. 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 ___ ABSENT _____ |
| ___ Councilwoman Maier _____   | VOTING ___ ABSENT _____ |
| ___ 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 29, 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:

| <u>Newspaper and/or Other News Media</u>                   | <u>Date Given</u> |
|--|-------------------|
| Various publications throughout the Town<br>Of Oyster Bay. | June 25, 2021     |


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 Notices  
Bulletin Board, 1<sup>st</sup> floor, 54 Audrey Avenue  
Oyster Bay, NY

Date of Posting  
June 25, 2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,  
on June 29, 2021.

(SEAL)

  
\_\_\_\_\_  
Town Clerk



373B-2021 reso

10604814.\_\_\_\_

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on June 29, 2021, at 10:00 o'clock A.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino

Councilwoman Johnson

Councilman Imbroto

Councilman Hand

Councilwoman Walsh

ABSENT: Councilman Labriola

Councilwoman Maier

The following resolution was offered by Councilwoman Johnson who moved its adoption, seconded by Councilman Imbroto, to-wit:

Resolution No. 373B-2021

BOND RESOLUTION DATED JUNE 29, 2021.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$13,200,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE SOUTH FARMINGDALE WATER DISTRICT IN THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated June 29, 2021, said Town Board has determined it to be in the public interest to increase and improve the facilities of the South Farmingdale Water District (the "District") in the Town of Oyster Bay, Nassau County, New York, at an estimated maximum cost of \$13,200,000; and

WHEREAS, it is now desired to provide funding for such capital project; NOW, THEREFORE, BE IT

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

Section 1. For the class of objects or purposes of paying costs of the increase and improvement of the facilities of the District in said Town, consisting 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, there are hereby authorized to be issued \$13,200,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$13,200,000 and that the plan for the financing thereof is by the issuance of the \$13,200,000 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision one of paragraph a of

Reviewed By  
Office of Town Attorney

Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full

acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary in Newsday, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution 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 ___ ABSENT _____ |
| ___ Councilwoman Maier _____   | VOTING ___ ABSENT _____ |
| ___ Councilwoman Walsh _____   | VOTING ___ AYE _____    |

The resolution was thereupon declared duly adopted.

\* \* \*

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the resolution contained therein, held on June 29, 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:


| <u>Newspaper and/or Other News Media</u>                   | <u>Date Given</u> |
|--|-------------------|
| Various publications throughout the Town<br>Of Oyster Bay. | June 25, 2021     |

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:

| <u>Designated Location(s) of Posted Notices</u>                           | <u>Date of Posting</u> |
|---|------------------------|
| Bulletin Board, 1 <sup>st</sup> floor, 54 Audrey Avenue<br>Oyster Bay, NY | June 25, 2021          |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,  
on June 29, 2021.

(SEAL)

  
\_\_\_\_\_  
Town Clerk



374A-2021 374A  
reso

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, 54 Audrey Avenue, in said Town, on June 29, 2021, at 10:00 o'clock A.M., Prevailing Time.

PRESENT:

Joseph Saladino

Supervisor

Michele Johnson

Councilman

Louis Imbroto

Councilman

Thomas Hand

Councilman

Vicki Walsh

Councilman

Councilman

Councilman

Reviewed By  
Office of Town Attorney

\_\_\_\_\_  
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.  
\_\_\_\_\_

Resolution No. 374A-2021  
PUBLIC INTEREST ORDER

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, and emergency interconnect with Oyster Bay Water District, including various facility and site improvements and incidental expenses in connection therewith; and

WHEREAS, the Town Board of said Town has reviewed the Petition and a map, plan and report, including an estimate of cost relating to said increase and improvement of facilities in said District; and

WHEREAS, the estimated maximum cost to said District of such increase and improvement of facilities is determined to be \$18,000,000; and

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

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("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, the Town Board has reviewed the aforesaid environmental analysis and has concurred in the determination made under SEQRA by the District; and

WHEREAS, at a meeting of said Town Board duly called and held on June 15, 2021, an order was duly adopted by it and entered in the minutes specifying that said Town Board would meet to consider the increase and improvement of the Town of Oyster Bay Locust Valley Water

District in said Town at an estimated maximum cost of \$18,000,000 and to hear all persons interested in the subject thereof concerning the same 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; and

WHEREAS, said order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; and NOW, THEREFORE, BE IT

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

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to increase and improve the facilities in said District in said Town, 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, and emergency interconnect with Oyster Bay Water District, including various facility and site improvements and incidental expenses in connection therewith, at an estimated maximum cost of \$18,000,000.

Section 2. 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 ___ ABSENT _____ |
| ___ Councilwoman Maier _____   | VOTING ___ ABSENT _____ |
| ___ 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 29, 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:

| <u>Newspaper and/or Other News Media</u>                   | <u>Date Given</u> |
|--|-------------------|
| Various publications throughout the Town<br>Of Oyster Bay. | June 25, 2021     |


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 Notices  
Bulletin Board, 1<sup>st</sup> floor, 54 Audrey Avenue  
Oyster Bay, NY

Date of Posting  
June 25, 2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,  
on June 29, 2021.

(SEAL)

  
\_\_\_\_\_  
Town Clerk

374B-2021 reso

10604814.\_\_\_\_

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on June 29, 2021, at 10:00 o'clock A.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino

Councilwoman Johnson

Councilman Imbroto

Councilman Hand

Councilwoman Walsh

ABSENT: Councilman Labriola

Councilwoman Maier

The following resolution was offered by Councilwoman Johnson who moved its adoption, seconded by Councilman Imbroto, to-wit:

Resolution No. 374B-2021

BOND RESOLUTION DATED JUNE 29, 2021.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$18,000,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE LOCUST VALLEY WATER DISTRICT IN THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK.

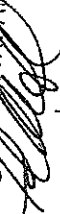
WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated June 29, 2021, said Town Board has determined it to be in the public interest to increase and improve the facilities of the Locust Valley Water District (the "District") in the Town of Oyster Bay, Nassau County, New York, at an estimated maximum cost of \$18,000,000; and

WHEREAS, it is now desired to provide funding for such capital project; NOW, THEREFORE, BE IT

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

Section 1. For the class of objects or purposes of paying costs of the increase and improvement of the facilities of the District in said Town, 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, and emergency interconnect with Oyster Bay Water District, including various facility and site improvements and incidental expenses in connection therewith, there are hereby authorized to be issued \$18,000,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$18,000,000 and that the plan for the financing thereof is by the

Reviewed By  
Office of Town Attorney  




issuance of the \$18,000,000 bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years, pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for

the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary in Newsday, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution 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 ___ ABSENT _____ |
| ___ Councilwoman Maier _____   | VOTING ___ ABSENT _____ |
| ___ Councilwoman Walsh _____   | VOTING ___ AYE _____    |

The resolution was thereupon declared duly adopted.

\* \* \*

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the resolution contained therein, held on June 29, 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:

| <u>Newspaper and/or Other News Media</u>                   | <u>Date Given</u> |
|--|-------------------|
| Various publications throughout the Town<br>Of Oyster Bay. | June 25, 2021     |

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:

| <u>Designated Location(s) of Posted Notices</u>                           | <u>Date of Posting</u> |
|---|------------------------|
| Bulletin Board, 1 <sup>st</sup> floor, 54 Audrey Avenue<br>Oyster Bay, NY | June 25, 2021          |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,  
on June 29, 2021.

(SEAL)

  
\_\_\_\_\_  
Town Clerk

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 192 - SECONDHAND DEALERS, SECTION 192-8 LICENSES, SO AS TO CONFORM WITH THE REQUIREMENTS OF THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND TO MODIFY THE GROUNDS FOR DENIAL OF A LICENSE.", and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on April 17, 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 11 -21", entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 192 - SECONDHAND DEALERS, SECTION 192-8 LICENSES, SO AS TO CONFORM WITH THE REQUIREMENTS OF THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND TO MODIFY THE GROUNDS FOR DENIAL OF A LICENSE.", 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  | Absent |
| Councilwoman Maier   | Absent |
| 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 94 – COLLATERAL LOAN BROKERS, SECTION 94-4 LICENSE REQUIRED; APPLICATION; ISSUANCE; RESTRICTIONS, SO AS TO MODIFY THE GROUNDS FOR DENIAL OF A LICENSE AND 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 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 12 -21, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 94 – COLLATERAL LOAN BROKERS, SECTION 94-4 LICENSE REQUIRED; APPLICATION; ISSUANCE; RESTRICTIONS, SO AS TO MODIFY THE GROUNDS FOR DENIAL OF A LICENSE AND 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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

WPS  
Reviewed By  
Office of Town Attorney



WHEREAS, pursuant to Town Board Resolution No. 39-2021, adopted January 26, 2021, and public notice, proposals were duly and regularly sought for the delivery of Professional Services in five (5) different subject matter areas under the Workforce Investment Act/Workforce Innovation and Opportunity Act (WIOA) for the period July 1, 2011 through June 30, 2024; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 22, 2021, requested Town Board authorization for the Supervisor and/or his designee to enter into Agreements with eligible training providers for the purpose of providing employability workshops (and one-on-one services), computer training, social media workshops, stress management workshops, and services provided by licensed social workers for job seekers under the Workforce Innovation and Opportunity Act (WIOA) for the period of July 1, 2021 through June 30, 2024, each Agreement with two (2) additional one (1) year extension options dependent on performance and Workforce Investment Act/WIOA funding; and

WHEREAS, Commissioner Sammartano, by the aforementioned memorandum, has advised that the Department of Intergovernmental Affairs received a total of six (6) responses, which were evaluated according to the criteria set forth in the Town's Procurement Policy and in accordance with review criteria established by the Town and Workforce Investment Act. The review was conducted by staff and by the full Workforce Development Board. A total of six (6) proposals were found to be acceptable for funding in at least one subject area as listed herein, and contracted services will be provided on an hourly fee basis for employability workshops (and one-on-one services), computer training, social media workshops, stress management workshops and services provided by licensed social workers. The Workforce Development Board established a recommended ceiling for hourly rates in each category; in each case the contracted amount will be the lower of the ceiling rate and the rate proposed; and

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

|                                    | Subject Matter Areas                      |                 |          |                  |                      |
|------------------------------------|---|-----------------|----------|------------------|----------------------|
|                                    | Employability<br>& One-on-One<br>Services | Social<br>Media | Computer | Social<br>Worker | Stress<br>Management |
| WIB-Approved<br>Ceiling Rates      | \$65                                      | \$75            | \$75     | \$100            | \$65                 |
| Career<br>Transition<br>Associates | \$65                                      | N/A             | N/A      | N/A              | N/A                  |

Reviewed By  
Office of Town Attorney

Elizabeth A. Laughman

|                           |           |     |      |     |     |
|---------------------------|-----------|-----|------|-----|-----|
| Central Nassau Guidance   | \$40-\$48 | N/A | N/A  | N/A | N/A |
| Magnatech Business System | N/A       | N/A | \$75 | N/A | N/A |
| DJ Consulting             | N/A       | N/A | \$65 | N/A | N/A |
| Philip N. Fea             | \$50      | N/A | N/A  | N/A | N/A |

WHEREAS, this is an eligible expense under the Workforce Innovation and Opportunity Act and is at no cost to the Town of Oyster Bay. Funds for this purpose are available in Account IGA CD 6293 48080 000 CW 20,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is approved and accepted, and the Supervisor and/or his designee is hereby authorized to enter into Agreements with eligible training providers for the purpose of providing employability workshops (and one-on-one services), computer training, social media workshops, stress management workshops, and services provided by licensed social workers under the Workforce Innovation and Opportunity Act for the period of July 1, 2021 through June 30, 2024, each with two (2) additional one (1) year extension options dependent on performance and WIOA funding.

-#-

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

|                      |        |
|----------------------|--------|
| Supervisor Saladino  | Aye    |
| Councilwoman Johnson | Aye    |
| Councilman Imbroto   | Aye    |
| Councilman Hand      | Aye    |
| Councilman Labriola  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

**TOWN OF OYSTER BAY**  
**Inter-Departmental Memo**

June 22, 2021

**TO:** MEMORANDUM DOCKET

**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

**SUBJECT:** SUPPLEMENTAL TO MEMORANDUM DOCKET 615-2021 #7  
WORKFORCE INVESTMENT ACT/WORKFORCE INNOVATION AND OPPORTUNITY  
ACT PROFESSIONAL SERVICES CONTRACTS

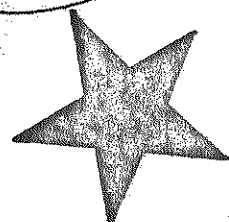
Town Board Resolution No. 39-2021, dated January 26, 2021 authorized publication of a legal notice in Newsday in connection with a Request for Proposals for Professional Services, for the period July 1, 2021 through June 30, 2024. Proposers were required to apply separately for services under five (5) different subject matter areas. A total of six (6) proposals were received in response to the Request for Proposals. Proposals were rated in accordance with review criteria established by Town and Workforce Investment Act guidelines. The review was conducted first by a staff committee, next by members of the Workforce Investment Board (WIB) review committee, and subsequently by the full WIB. A total of 5 (five) proposals were found to be acceptable for funding in at least one subject matter area, as listed below. Contracted services will be provided on a fee per hour basis, and will include employability workshops (and one-on-one services), computer training, social media workshops, stress management workshops, and services provided by licensed social workers. The WIB established a recommended ceiling for hourly rates in each category. In each case the contracted amount will be the lower than the ceiling rate or the rate requested. Maximum amount for each contract is not to exceed twenty five thousand in a given fiscal year per the contract terms. The Office of the Inspector general has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

|                              | Employability | Social Media | Computer | Social Worker | Stress Management |
|------------------------------|---------------|--------------|----------|---------------|-------------------|
| WIB-Approved Ceiling Rates   | \$65          | \$75         | \$75     | \$100         | \$65              |
| Career Transition Associates | \$65          | N/A          | N/A      | N/A           | N/A               |
| Central Nassau Guidance      | \$40-\$48     | N/A          | N/A      | N/A           | N/A               |
| Magnatech Business System    | N/A           | N/A          | \$75     | N/A           | N/A               |
| DJ Consulting                | N/A           | N/A          | \$65     | N/A           | N/A               |
| Philip Fea                   | \$50          | N/A          | N/A      | N/A           | N/A               |

Contracts will be effective July 1, 2021 through June 30, 2024, and may be extended on a year-to-year basis for a maximum of two additional years dependent on performance and Workforce Investment Act/Workforce Innovation and Opportunity Act funding. Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor or his Designee to sign the subject contracts, which will be forwarded to the Office of the Town Attorney for review. Funds for this purpose are available in account IGA CD 6293 48080 000 CW20.



Frank V. Sammartano  
Commissioner



## PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made the 1<sup>st</sup> day of July 2021, by and between the TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as "TOWN") and PHILP N. FEA, having its principal place of business at [REDACTED] (hereinafter referred to as "CONTRACTOR").

### WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as "WIOA") provides grants for Workforce Development Areas through the States for the purpose of establishing programs and plans for a service delivery system through which any person may explore work preparation and career development services and access a range of employment, training and adult and occupational education programs; and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated January 23, 2019, for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was designated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

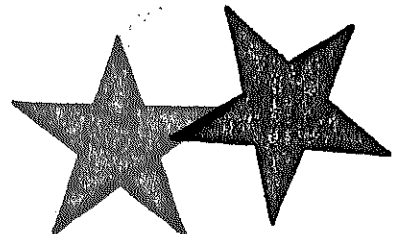
WHEREAS, the TOWN has been duly designated by the Consortium through the Chief Local Elected Official to administer required programs under the said law, its rules and regulations, and

WHEREAS, programs providing professional services for eligible adults and dislocated workers including comprehensive and specialized assessments, employability workshops, focus groups and related services are appropriate activities under WIOA, and

WHEREAS, programs providing capacity building training for WIOA staff are appropriate activities under WIOA, and

WHEREAS, the CONTRACTOR is deemed an eligible enterprise to furnish such services;

NOW, THEREFORE, in consideration of the mutual interests provided for hereby, the parties herein agree as follows.



## GENERAL CONDITIONS

### A. Authority

Pursuant to grants awarded to the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training, by the New York State Department of Labor under WIOA.

- a) Catalog of Federal Domestic Assistance (CFDA) 17.258 WIOA Adult Program;
- b) Catalog of Federal Domestic Assistance (CFDA) 17.278 WIOA Dislocated Worker Program; and
- c) Catalog of Federal Domestic Assistance (CFDA) 17.259 WIOA Youth Program.

### B. Contractor's Obligations

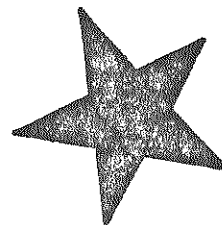
- 1. CONTRACTOR shall provide professional services in accordance with the approved proposal within the period agreed to herein.
- 2. CONTRACTOR shall provide all workshop materials and reprographic services.
- 3. CONTRACTOR shall not subcontract any or all of the services herein agreed to, unless agreed upon in writing by TOWN.

### C. TOWN Obligations

- 1. TOWN shall make payment to CONTRACTOR in accordance with Appendix I, which is attached hereto and made a part of this agreement.
- 2. TOWN shall provide CONTRACTOR with all forms necessary to complete its reporting requirements.
- 3. TOWN shall generally monitor CONTRACTOR's obligations and administer to needs arising therefrom.

### D. Payments

- 1. Payment to CONTRACTOR shall be made in accordance with criteria for payment and CONTRACTOR's approved rate, which are set forth in Appendix I.
- 2. TOWN hereby hires and retains the services of CONTRACTOR to conduct group and individual services for WIOA eligible participants, and capacity building training for staff, in accordance with the approved proposal.



E. Claims and Closeout

1. CONTRACTOR shall be paid upon submission of duly certified claim forms approved by TOWN. TOWN will file the claim in the Office of the Comptroller of the Town of Oyster Bay. Claims must be submitted to TOWN within ninety (90) days of the conclusion of said services.
2. TOWN agrees that sufficient funds shall at all times remain obligated to cover all possible charges against the program covered by this Agreement.

F. Recruitment and Placement

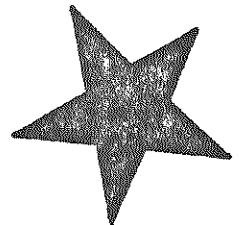
1. No participant shall be provided services under this Agreement until TOWN has certified such participant as eligible according to program requirements.
2. CONTRACTOR agrees to provide adequate and equitable services to those who can benefit from, and who are most in need of such opportunities and shall make efforts to provide services to all significant segments of the population which TOWN is obligated to serve.

G. Audit and Records

1. CONTRACTOR, including its satellites if any, shall maintain full and complete books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP), OMB Circular A-122 and such other records as may be prescribed by TOWN. Such books and other records shall at all times be available for audit and inspection by TOWN or its duly designated representatives. All financial records shall be retained for a period of six (6) years after the expiration or termination of this contract. Such period of access and retention shall continue until any and all claims, appeals, litigations or disputes arising under this contract have been disposed of.
2. TOWN will conduct monitoring and auditing to assure contract compliance and adherence to State regulations at least one (1) time during the contract period.
3. CONTRACTOR agrees to maintain the confidence of all information regarding participants or their immediate families and will not divulge same without the prior written permission of the participant or as may be required by law.

H. Laws Applicable

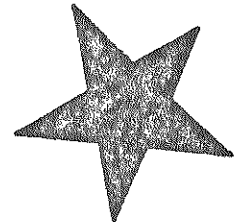
1. CONTRACTOR agrees that it will comply with requirements of the WIOA, and the regulations and policies promulgated thereunder. If such regulations should be amended it shall then comply with them, or it will notify Town of Oyster Bay within thirty (30) days of receipt from Town of Oyster Bay of such amended or revised regulations that it cannot so conform. Town of Oyster Bay may, after receipt of such notices of inability to comply, terminate this contract in whole or part on ten (10) days' notice. Town of Oyster Bay shall be responsible to advise CONTRACTOR of any amendments or revisions of said regulations. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order under the program contemplated by this Agreement.



2. CONTRACTOR shall sign the Federal Certifications, which are attached hereto as Appendix IV and in all respects made a part hereof. CONTRACTOR affirms that it will abide by the provisions of the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, the Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements, the Certification Regarding Drug Free Workplace, the Certification Regarding Nondiscrimination and Equal Opportunity Assurance, the Certification Regarding Buy American Notice Requirement, the Certification Regarding Salary and Bonus Limitations, and the Certification Regarding Veterans' Priority Provisions
3. CONTRACTOR agrees that neither the program, nor the funds provided shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.
4. CONTRACTOR agrees that Personally Identifiable Information (PII) and Sensitive Information must be protected when transmitting, collecting, storing and/or disposing of information.
5. CONTRACTOR agrees that all suspicions and complaints involving suspected or actual fraud, program abuse and criminal misconduct related to programs under the Workforce Innovation and Opportunity Act or any program involving State authorized funding must be documented and reported to the New York State Department of Labor.

I. Nondiscrimination

1. As a condition to the award of financial assistance under WIOA from the Department of Labor, CONTRACTOR assures, with respect to operation of WIOA funded or activity and all agreements or arrangements to carry out WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States Department of Labor has the right to seek judicial enforcement of this assurance.
2. **Priority of Service for Veterans and Eligible Spouses.**  
WIOA provides priority of service to all veterans and eligible spouses under all programs. Therefore, veterans and eligible spouses will be given priority over non-covered persons for the receipt of employment, training and placement services. A veteran or an eligible spouse must either receive access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse must receive access to the service instead of or before the non-covered person.



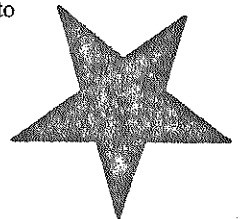
As a condition to the award of financial assistance under WIOA from the Department of Labor, CONTRACTOR assures, with respect to operation of WIOA-funded program or activity and all agreements or arrangements to carry out WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States Department of Labor has the right to seek judicial enforcement of this assurance.

J. Hold Harmless

1. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor, and shall not at anytime or for any purpose be deemed an employee of the Town of Oyster Bay or the Department of Intergovernmental Affairs' Division of Employment and Training, and that CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit the TOWN and TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, or employee of neither CONTRACTOR, nor any participant in this performance shall, at any time or under any circumstances be deemed to be an agent, servant or employee of the TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold the TOWN harmless from liability for payments and such services.
2. CONTRACTOR agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the TOWN, its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs, and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agents, employees, guests, patrons, or invitees whether such actions are authorized under this Agreement or not.
3. CONTRACTOR shall be obligated to defend any action brought on as a result of any claims under this contract.

K. Termination of Contract

1. Should CONTRACTOR fail to perform any of the terms, covenants, or conditions of this Agreement, in whole or part, TOWN on behalf of the Workforce Innovation and Opportunity Act, shall have the right to terminate this Agreement.
2. In addition, either party upon thirty (30) days notice to the other party may terminate this agreement, in whole or part, when it deems it is in its best interest to do so. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.





L. Insurance

The CONTRACTOR shall not begin any programs until it has obtained and the Town of Oyster Bay has approved all insurance required under this contract. Furthermore, the CONTRACTOR shall procure and keep in force all required insurance at its own cost and expense. In addition, the CONTRACTOR shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract are no longer in attendance.

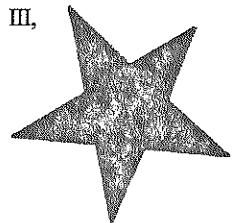
1. In accordance with the Laws of the State of New York. **WORKER'S COMPENSATION INSURANCE** must cover all of the Contractor's employees employed at the site of the program. If any work is approved by the Town of Oyster Bay to be sublet, the Contractor shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless such employees are covered by the Worker's Compensation Insurance of the CONTRACTOR. A certificate of Worker's Compensation Insurance must be submitted by the Contractor to TOWN prior to the commencement of this Contract.
2. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, to protect the Contractor and any subcontractor (if the subcontractor is approved to operate under this contract by the Town of Oyster Bay) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest, detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation or character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance must be as follows:

- a) Personal Injury: \$1,000,000 each occurrence.
- b) Property Damage: \$ 500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance as described above, listing the Town of Oyster Bay as additional insured and accompanied by an endorsement from the insurance company must be submitted by Contractor to TOWN prior to the commencement of this contract. If the CONTRACTOR is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract.

M. Miscellaneous

1. In the event that the Contractor is the recipient of other federal and/or State and/or local government grants, awards or monies, it is expressly understood and agreed that the Contractor shall not bill or charge TOWN for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided by other funding sources.
2. The employment or training of participants in sectarian activities is prohibited.
3. CONTRACTOR agrees to adhere to all provisions of Appendices I, II, III, IV, V and which are attached hereto and made a part hereof.



4. This Agreement may be extended, on a year-to-year basis, for a maximum of two additional years dependent on performance and WIOA funding.
5. Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form either by "letter of agreement" or modification of the contract.

It is further agreed to by the parties herein that this Agreement shall commence on the 1<sup>st</sup> day of July 2021, and terminate on the 30th day of June 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

TOWN OF OYSTER BAY

By:

Title:

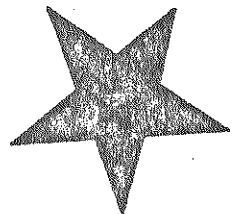
Date:

PHILIP N. FEA

By:

Title:

Date



**APPENDIX I**  
**MAXIMUM COSTS FOR PROFESSIONAL SERVICES AGREEMENT**  
**Under the Workforce Innovation and Opportunity Act**

Philip N. Fea  
[REDACTED]  
[REDACTED]

**Chief Officer/Principal: Philip N. Fea**

**Designated Contact Person: Philip N. Fea**  
[REDACTED]

**CONTRACT DATES:**            **July 1, 2021 to June 30, 2024**

**EMPLOYABILITY WORKSHOPS**

**Interviewing and Negotiating Skills**

- Job Search Techniques
- Career Exploration
- Self-Assessment
- Resume Preparation
- Networking
- Managing Change and Stress
- Developing a Positive Attitude
- Transferable Skills
- Essential Work Forms
- Money Management
- Getting Along with Supervisors and Co-Workers
- Problem Solving on the Job

**ONE ON ONE SERVICES:**

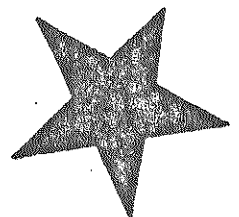
- Social Workers

**COMPUTER WORKSHOPS:**

- Introduction to Computers
- Microsoft Word
- Microsoft Excel
- Microsoft Power Point

**SOCIAL MEDIA**

- LinkedIn
- Using Social Networking in Your Job Search



**APPENDIX I**

**PAGE 2**

**Philip N. Fea**

**Location of Services**

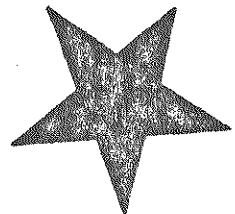
**Services may be provided at the following locations:**

1. Career Centers  
301 Old Country Road, Hicksville, NY 11801  
977 Hicksville Road, Massapequa, NY 11758
2. Business sites requiring rapid response services
3. Other sites as appropriate

**Cost:** Employability Workshop Pricing - \$50.00 per hour

The total amount of this contract will not exceed \$25,000.00 per year.

**\* TOWN reserves the right to cancel workshops up to three days prior to the date of the workshop due to a lack of scheduled participants. In cases where the workshop is not previously canceled, and when no participants attend the session, CONTRACTOR will be paid for one hour at the specified rate.**



## PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made the 1<sup>st</sup> day of July 2021, by and between the TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as "TOWN") and MAGNATECH BUSINESS SYSTEMS, INC., having its principal place of business at [REDACTED] (hereinafter referred to as "CONTRACTOR").

### WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as "WIOA") provides grants for Workforce Development Areas through the States for the purpose of establishing programs and plans for a service delivery system through which any person may explore work preparation and career development services and access a range of employment, training and adult and occupational education programs; and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated January 23, 2019, for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was designated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

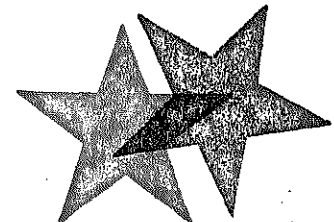
WHEREAS, the TOWN has been duly designated by the Consortium through the Chief Local Elected Official to administer required programs under the said law, its rules and regulations, and

WHEREAS, programs providing professional services for eligible adults and dislocated workers including comprehensive and specialized assessments, employability workshops, focus groups and related services are appropriate activities under WIOA, and

WHEREAS, programs providing capacity building training for WIOA staff are appropriate activities under WIOA, and

WHEREAS, the CONTRACTOR is deemed an eligible enterprise to furnish such services;

NOW, THEREFORE, in consideration of the mutual interests provided for hereby, the parties herein agree as follows.



## GENERAL CONDITIONS

### A. Authority

Pursuant to grants awarded to the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training, by the New York State Department of Labor under WIOA.

- a) Catalog of Federal Domestic Assistance (CFDA) 17.258 WIOA Adult Program;
- b) Catalog of Federal Domestic Assistance (CFDA) 17.278 WIOA Dislocated Worker Program; and
- c) Catalog of Federal Domestic Assistance (CFDA) 17.259 WIOA Youth Program.

### B. Contractor's Obligations

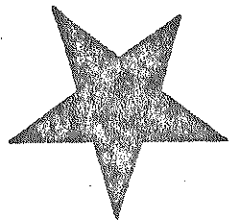
1. CONTRACTOR shall provide professional services in accordance with the approved proposal within the period agreed to herein.
2. CONTRACTOR shall provide all workshop materials and reprographic services.
3. CONTRACTOR shall not subcontract any or all of the services herein agreed to, unless agreed upon in writing by TOWN.

### C. TOWN Obligations

1. TOWN shall make payment to CONTRACTOR in accordance with Appendix I, which is attached hereto and made a part of this agreement.
2. TOWN shall provide CONTRACTOR with all forms necessary to complete its reporting requirements.
3. TOWN shall generally monitor CONTRACTOR's obligations and administer to needs arising therefrom.

### D. Payments

1. Payment to CONTRACTOR shall be made in accordance with criteria for payment and CONTRACTOR's approved rate, which are set forth in Appendix I.
2. TOWN hereby hires and retains the services of CONTRACTOR to conduct group and individual services for WIOA eligible participants, and capacity building training for staff, in accordance with the approved proposal.



E. Claims and Closeout

1. CONTRACTOR shall be paid upon submission of duly certified claim forms approved by TOWN. TOWN will file the claim in the Office of the Comptroller of the Town of Oyster Bay. Claims must be submitted to TOWN within ninety (90) days of the conclusion of said services.
2. TOWN agrees that sufficient funds shall at all times remain obligated to cover all possible charges against the program covered by this Agreement.

F. Recruitment and Placement

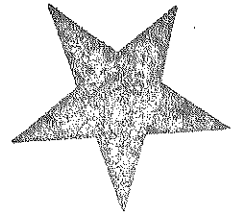
1. No participant shall be provided services under this Agreement until TOWN has certified such participant as eligible according to program requirements.
2. CONTRACTOR agrees to provide adequate and equitable services to those who can benefit from, and who are most in need of such opportunities and shall make efforts to provide services to all significant segments of the population which TOWN is obligated to serve.

G. Audit and Records

1. CONTRACTOR, including its satellites if any, shall maintain full and complete books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP), OMB Circular A-122 and such other records as may be prescribed by TOWN. Such books and other records shall at all times be available for audit and inspection by TOWN or its duly designated representatives. All financial records shall be retained for a period of six (6) years after the expiration or termination of this contract. Such period of access and retention shall continue until any and all claims, appeals, litigations or disputes arising under this contract have been disposed of.
2. TOWN will conduct monitoring and auditing to assure contract compliance and adherence to State regulations at least one (1) time during the contract period.
3. CONTRACTOR agrees to maintain the confidence of all information regarding participants or their immediate families and will not divulge same without the prior written permission of the participant or as may be required by law.

H. Laws Applicable

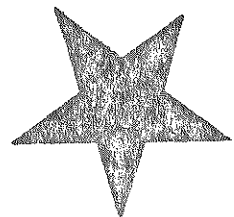
1. CONTRACTOR agrees that it will comply with requirements of the WIOA, and the regulations and policies promulgated thereunder. If such regulations should be amended it shall then comply with them, or it will notify Town of Oyster Bay within thirty (30) days of receipt from Town of Oyster Bay of such amended or revised regulations that it cannot so conform. Town of Oyster Bay may, after receipt of such notices of inability to comply, terminate this contract in whole or part on ten (10) days' notice. Town of Oyster Bay shall be responsible to advise CONTRACTOR of any amendments or revisions of said regulations. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order under the program contemplated by this Agreement.



2. CONTRACTOR shall sign the Federal Certifications, which are attached hereto as Appendix IV and in all respects made a part hereof. CONTRACTOR affirms that it will abide by the provisions of the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, the Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements, the Certification Regarding Drug Free Workplace, the Certification Regarding Nondiscrimination and Equal Opportunity Assurance, the Certification Regarding Buy American Notice Requirement, the Certification Regarding Salary and Bonus Limitations, and the Certification Regarding Veterans' Priority Provisions
3. CONTRACTOR agrees that neither the program, nor the funds provided shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.
4. CONTRACTOR agrees that Personally Identifiable Information (PII) and Sensitive Information must be protected when transmitting, collecting, storing and/or disposing of information.
5. CONTRACTOR agrees that all suspicions and complaints involving suspected or actual fraud, program abuse and criminal misconduct related to programs under the Workforce Innovation and Opportunity Act or any program involving State authorized funding must be documented and reported to the New York State Department of Labor.

I. Nondiscrimination

1. As a condition to the award of financial assistance under WIOA from the Department of Labor, CONTRACTOR assures, with respect to operation of WIOA-funded program or activity and all agreements or arrangements to carry out WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States Department of Labor has the right to seek judicial enforcement of this assurance.
2. Priority of Service for Veterans and Eligible Spouses  
WIOA provides priority of service to all veterans and eligible spouses under all programs. Therefore, veterans and eligible spouses will be given priority over non-covered persons for the receipt of employment, training and placement services. A veteran or an eligible spouse must either receive access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse must receive access to the service instead of or before the non-covered person.





J. Hold Harmless

1. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor, and shall not at anytime or for any purpose be deemed an employee of the Town of Oyster Bay or the Department of Intergovernmental Affairs' Division of Employment and Training, and that CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit the TOWN and TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, or employee of neither CONTRACTOR, nor any participant in this performance shall, at any time or under any circumstances be deemed to be an agent, servant or employee of the TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold the TOWN harmless from liability for payments and such services.
2. CONTRACTOR agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the TOWN, its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs, and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agents, employees, guests, patrons, or invitees whether such actions are authorized under this Agreement or not.
3. CONTRACTOR shall be obligated to defend any action brought on as a result of any claims under this contract.

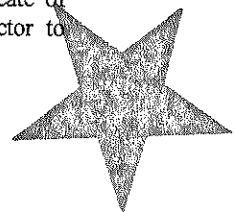
K. Termination of Contract

1. Should CONTRACTOR fail to perform any of the terms, covenants, or conditions of this Agreement, in whole or part, TOWN on behalf of the Workforce Innovation and Opportunity Act, shall have the right to terminate this Agreement.
2. In addition, either party upon thirty (30) days notice to the other party may terminate this agreement, in whole or part, when it deems it is in its best interest to do so. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.

L. Insurance

The CONTRACTOR shall not begin any programs until it has obtained and the Town of Oyster Bay has approved all insurance required under this contract. Furthermore, the CONTRACTOR shall procure and keep in force all required insurance at its own cost and expense. In addition, the CONTRACTOR shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract are no longer in attendance.

1. In accordance with the Laws of the State of New York. **WORKER'S COMPENSATION INSURANCE** must cover all of the Contractor's employees employed at the site of the program. If any work is approved by the Town of Oyster Bay to be sublet, the Contractor shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless such employees are covered by the Worker's Compensation Insurance of the CONTRACTOR. A certificate of Worker's Compensation Insurance must be submitted by the Contractor to



TOWN prior to the commencement of this Contract.

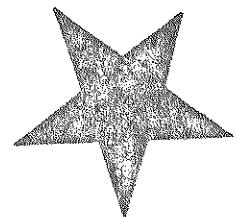
2. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, to protect the Contractor and any subcontractor (if the subcontractor is approved to operate under this contract by the Town of Oyster Bay) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest, detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation or character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance must be as follows:

- a) Personal Injury: \$1,000,000 each occurrence.
- b) Property Damage: \$ 500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance as described above, listing the Town of Oyster Bay as additional insured and accompanied by an endorsement from the insurance company must be submitted by Contractor to TOWN prior to the commencement of this contract. If the CONTRACTOR is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract.

M. Miscellaneous

1. In the event that the Contractor is the recipient of other federal and/or State and/or local government grants, awards or monies, it is expressly understood and agreed that the Contractor shall not bill or charge TOWN for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided by other funding sources.
2. The employment or training of participants in sectarian activities is prohibited.
3. CONTRACTOR agrees to adhere to all provisions of Appendices I, II, III, IV, V and which are attached hereto and made a part hereof.
4. This Agreement may be extended, on a year-to-year basis, for a maximum of two additional years dependent on performance and WIOA funding.
5. Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form either by "letter of agreement" or modification of the contract.



It is further agreed to by the parties herein that this Agreement shall commence on the 1<sup>st</sup> day of July 2021, and terminate on the 30th day of June 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

TOWN OF OYSTER BAY

By:

Title:

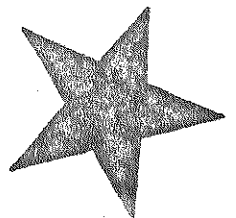
Date:

MAGNATECH BUSINESS SYSTEMS, INC.

By:

Title:

Date



**APPENDIX I**  
**MAXIMUM COSTS FOR PROFESSIONAL SERVICES AGREEMENT**  
**Under the Workforce Innovation and Opportunity Act**

Magnatech Business Systems, Inc.  
[REDACTED]  
[REDACTED]

Chief Officer/Principal: Ivy Chasan

Designated Contact Person: Ivy Chasan  
[REDACTED]

**CONTRACT DATES:**                      July 1, 2021 to June 30, 2024

**EMPLOYABILITY WORKSHOPS**

Interviewing and Negotiating Skills

- Job Search Techniques
- Career Exploration
- Self-Assessment
- Resume Preparation
- Networking
- Managing Change and Stress
- Developing a Positive Attitude
- Transferable Skills
- Essential Work Forms
- Money Management
- Getting Along with Supervisors and Co-Workers
- Problem Solving on the Job

**ONE ON ONE SERVICES:**

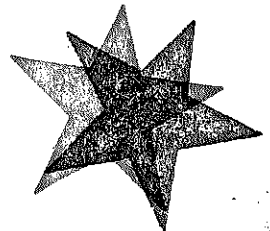
- Social Workers

**COMPUTER WORKSHOPS:**

- Introduction to Computers
- Microsoft Word
- Microsoft Excel
- Microsoft Power Point

**SOCIAL MEDIA**

- LinkedIn
- Using Social Networking in Your Job Search



## **APPENDIX I**

**Page 2**

**Magnatech Business Systems, Inc.**

### **Location of Services**

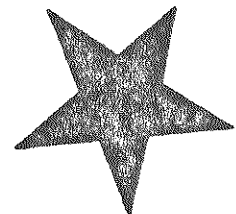
**Services may be provided at the following locations:**

1. Career Centers  
301 Old Country Road, Hicksville, NY 11801  
977 Hicksville Road, Massapequa, NY 11758
2. Business sites requiring rapid response services
3. Other sites as appropriate

**Cost:** Virtual Workshops - \$75 per hour

The total amount of this contract will not exceed \$25,000 per year.

**\* TOWN reserves the right to cancel workshops up to three days prior to the date of the workshop due to a lack of scheduled participants. In cases where the workshop is not previously canceled, and when no participants attend the session, CONTRACTOR will be paid for one hour at the specified rate.**



## PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made the 1<sup>st</sup> day of July 2021, by and between the TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as "TOWN") and DJ CONSULTING, having its principal place of business at [REDACTED] (hereinafter referred to as "CONTRACTOR").

### WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as "WIOA") provides grants for Workforce Development Areas through the States for the purpose of establishing programs and plans for a service delivery system through which any person may explore work preparation and career development services and access a range of employment, training and adult and occupational education programs; and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated January 23, 2019, for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was designated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

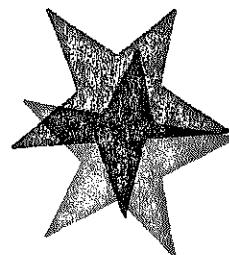
WHEREAS, the TOWN has been duly designated by the Consortium through the Chief Local Elected Official to administer required programs under the said law, its rules and regulations, and

WHEREAS, programs providing professional services for eligible adults and dislocated workers including comprehensive and specialized assessments, employability workshops, focus groups and related services are appropriate activities under WIOA, and

WHEREAS, programs providing capacity building training for WIOA staff are appropriate activities under WIOA, and

WHEREAS, the CONTRACTOR is deemed an eligible enterprise to furnish such services;

NOW, THEREFORE, in consideration of the mutual interests provided for hereby, the parties herein agree as follows.



## GENERAL CONDITIONS

### A. Authority

Pursuant to grants awarded to the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training, by the New York State Department of Labor under WIOA.

- a) Catalog of Federal Domestic Assistance (CFDA) 17.258 WIOA Adult Program;
- b) Catalog of Federal Domestic Assistance (CFDA) 17.278 WIOA Dislocated Worker Program; and
- c) Catalog of Federal Domestic Assistance (CFDA) 17.259 WIOA Youth Program.

### B. Contractor's Obligations

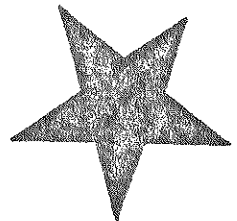
1. CONTRACTOR shall provide professional services in accordance with the approved proposal within the period agreed to herein.
2. CONTRACTOR shall provide all workshop materials and reprographic services.
3. CONTRACTOR shall not subcontract any or all of the services herein agreed to, unless agreed upon in writing by TOWN.

### C. TOWN Obligations

1. TOWN shall make payment to CONTRACTOR in accordance with Appendix I, which is attached hereto and made a part of this agreement.
2. TOWN shall provide CONTRACTOR with all forms necessary to complete its reporting requirements.
3. TOWN shall generally monitor CONTRACTOR's obligations and administer to needs arising therefrom.

### D. Payments

1. Payment to CONTRACTOR shall be made in accordance with criteria for payment and CONTRACTOR's approved rate, which are set forth in Appendix I.
2. TOWN hereby hires and retains the services of CONTRACTOR to conduct group and individual services for WIOA eligible participants, and capacity building training for staff, in accordance with the approved proposal.



E. Claims and Closeout

1. CONTRACTOR shall be paid upon submission of duly certified claim forms approved by TOWN. TOWN will file the claim in the Office of the Comptroller of the Town of Oyster Bay. Claims must be submitted to TOWN within ninety (90) days of the conclusion of said services.
2. TOWN agrees that sufficient funds shall at all times remain obligated to cover all possible charges against the program covered by this Agreement.

F. Recruitment and Placement

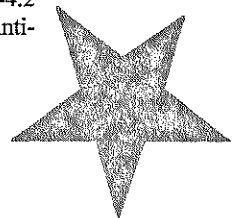
1. No participant shall be provided services under this Agreement until TOWN has certified such participant as eligible according to program requirements.
2. CONTRACTOR agrees to provide adequate and equitable services to those who can benefit from, and who are most in need of such opportunities and shall make efforts to provide services to all significant segments of the population which TOWN is obligated to serve.

G. Audit and Records

1. CONTRACTOR, including its satellites if any, shall maintain full and complete books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP), OMB Circular A-122 and such other records as may be prescribed by TOWN. Such books and other records shall at all times be available for audit and inspection by TOWN or its duly designated representatives. All financial records shall be retained for a period of six (6) years after the expiration or termination of this contract. Such period of access and retention shall continue until any and all claims, appeals, litigations or disputes arising under this contract have been disposed of.
2. TOWN will conduct monitoring and auditing to assure contract compliance and adherence to State regulations at least one (1) time during the contract period.
3. CONTRACTOR agrees to maintain the confidence of all information regarding participants or their immediate families and will not divulge same without the prior written permission of the participant or as may be required by law.

H. Laws Applicable

1. CONTRACTOR agrees that it will comply with requirements of the WIOA, and the regulations and policies promulgated thereunder. If such regulations should be amended it shall then comply with them, or it will notify Town of Oyster Bay within thirty (30) days of receipt from Town of Oyster Bay of such amended or revised regulations that it cannot so conform. Town of Oyster Bay may, after receipt of such notices of inability to comply, terminate this contract in whole or part on ten (10) days' notice. Town of Oyster Bay shall be responsible to advise CONTRACTOR of any amendments or revisions of said regulations. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order under the program contemplated by this Agreement.

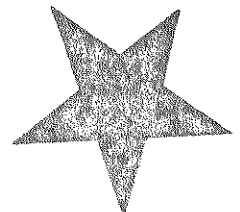




2. CONTRACTOR shall sign the Federal Certifications, which are attached hereto as Appendix IV and in all respects made a part hereof. CONTRACTOR affirms that it will abide by the provisions of the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, the Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements, the Certification Regarding Drug Free Workplace, the Certification Regarding Nondiscrimination and Equal Opportunity Assurance, the Certification Regarding Buy American Notice Requirement, the Certification Regarding Salary and Bonus Limitations, and the Certification Regarding Veterans' Priority Provisions
3. CONTRACTOR agrees that neither the program, nor the funds provided shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.
4. CONTRACTOR agrees that Personally Identifiable Information (PII) and Sensitive Information must be protected when transmitting, collecting, storing and/or disposing of information.
5. CONTRACTOR agrees that all suspicions and complaints involving suspected or actual fraud, program abuse and criminal misconduct related to programs under the Workforce Innovation and Opportunity Act or any program involving State authorized funding must be documented and reported to the New York State Department of Labor.

I. Nondiscrimination

1. As a condition to the award of financial assistance under WIOA from the Department of Labor, CONTRACTOR assures, with respect to operation of WIOA-funded or activity and all agreements or arrangements to carry out WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States Department of Labor has the right to seek judicial enforcement of this assurance.
2. **Priority of Service for Veterans and Eligible Spouses.**  
WIOA provides priority of service to all veterans and eligible spouses under all programs. Therefore, veterans and eligible spouses will be given priority over non-covered persons for the receipt of employment, training and placement services. A veteran or an eligible spouse must either receive access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse must receive access to the service instead of or before the non-covered person.



J. Hold Harmless

1. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor, and shall not at anytime or for any purpose be deemed an employee of the Town of Oyster Bay or the Department of Intergovernmental Affairs' Division of Employment and Training, and that CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit the TOWN and TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, or employee of neither CONTRACTOR, nor any participant in this performance shall, at any time or under any circumstances be deemed to be an agent, servant or employee of the TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold the TOWN harmless from liability for payments and such services.
2. CONTRACTOR agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the TOWN, its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs, and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agents, employees, guests, patrons, or invitees whether such actions are authorized under this Agreement or not.
3. CONTRACTOR shall be obligated to defend any action brought on as a result of any claims under this contract.

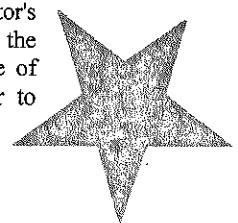
K. Termination of Contract

1. Should CONTRACTOR fail to perform any of the terms, covenants, or conditions of this Agreement, in whole or part, TOWN on behalf of the Workforce Innovation and Opportunity Act, shall have the right to terminate this Agreement.
2. In addition, either party upon thirty (30) days notice to the other party may terminate this agreement, in whole or part, when it deems it is in its best interest to do so. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.

L. Insurance

The CONTRACTOR shall not begin any programs until it has obtained and the Town of Oyster Bay has approved all insurance required under this contract. Furthermore, the CONTRACTOR shall procure and keep in force all required insurance at its own cost and expense. In addition, the CONTRACTOR shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract are no longer in attendance.

1. In accordance with the Laws of the State of New York. **WORKER'S COMPENSATION INSURANCE** must cover all of the Contractor's employees employed at the site of the program. If any work is approved by the Town of Oyster Bay to be sublet, the Contractor shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless such employees are covered by the Worker's Compensation Insurance of the CONTRACTOR. A certificate of Worker's Compensation Insurance must be submitted by the Contractor to



TOWN prior to the commencement of this Contract.

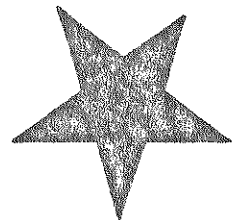
2. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, to protect the Contractor and any subcontractor (if the subcontractor is approved to operate under this contract by the Town of Oyster Bay) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest, detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation or character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance must be as follows:

- a) Personal Injury: \$1,000,000 each occurrence.
- b) Property Damage: \$ 500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance as described above, listing the Town of Oyster Bay as additional insured and accompanied by an endorsement from the insurance company must be submitted by Contractor to TOWN prior to the commencement of this contract. If the CONTRACTOR is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract.

M. Miscellaneous

1. In the event that the Contractor is the recipient of other federal and/or State and/or local government grants, awards or monies, it is expressly understood and agreed that the Contractor shall not bill or charge TOWN for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided by other funding sources.
2. The employment or training of participants in sectarian activities is prohibited.
3. CONTRACTOR agrees to adhere to all provisions of Appendices I, II, III, IV, V and which are attached hereto and made a part hereof.
4. This Agreement may be extended, on a year-to-year basis, for a maximum of two additional years dependent on performance and WIOA funding.
5. Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form either by "letter of agreement" or modification of the contract.



It is further agreed to by the parties herein that this Agreement shall commence on the 1<sup>st</sup> day of July 2021, and terminate on the 30th day of June 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

TOWN OF OYSTER BAY

By:

Title:

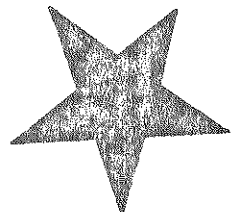
Date:

DJ CONSULTING

By:

Title:

Date



**APPENDIX I**  
**MAXIMUM COSTS FOR PROFESSIONAL SERVICES AGREEMENT**  
**Under the Workforce Innovation and Opportunity Act**

DJ Consulting  
[REDACTED]  
[REDACTED]

**Chief Officer/Principal: Debra Dittmer**

**Designated Contact Person: Debra Dittmer**  
[REDACTED]

**CONTRACT DATES:**            **July 1, 2021 to June 30, 2024**

**EMPLOYABILITY WORKSHOPS**

**Interviewing and Negotiating Skills**

- Job Search Techniques
- Career Exploration
- Self-Assessment
- Resume Preparation
- Networking
- Managing Change and Stress
- Developing a Positive Attitude
- Transferable Skills
- Essential Work Forms
- Money Management
- Getting Along with Supervisors and Co-Workers
- Problem Solving on the Job

**ONE ON ONE SERVICES:**

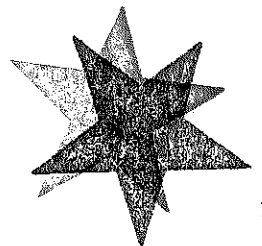
- Social Workers

**COMPUTER WORKSHOPS:**

- Introduction to Computers
- Microsoft Word
- Microsoft Excel
- Microsoft Power Point

**SOCIAL MEDIA**

- LinkedIn
- Using Social Networking in Your Job Search



**APPENDIX I**

**PAGE 2**

**DJ Consulting**

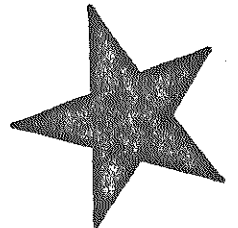
**Location of Services**

**Services may be provided at the following locations:**

1. Career Centers  
301 Old Country Road, Hicksville, NY 11801  
977 Hicksville Road, Massapequa, NY 11758
2. Business sites requiring rapid response services
3. Other sites as appropriate

**Cost:** Computer Workshops - \$65 per hour  
The total amount of this contract will not exceed \$25,000 per year.

**\* TOWN reserves the right to cancel workshops up to three days prior to the date of the workshop due to a lack of scheduled participants. In cases where the workshop is not previously canceled, and when no participants attend the session, CONTRACTOR will be paid for one hour at the specified rate.**



## PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made the 1<sup>st</sup> day of July 2021, by and between the TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as "**TOWN**") and Career Transition Associates, having its principal place of business at 1670 Old County Road, Suite 117, Plainview, N.Y. 11803 (hereinafter referred to as "**CONTRACTOR**").

### WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as "**WIOA**") provides grants for Workforce Development Areas through the States for the purpose of establishing programs and plans for a service delivery system through which any person may explore work preparation and career development services and access a range of employment, training and adult and occupational education programs; and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated January 23, 2019, for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was designated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

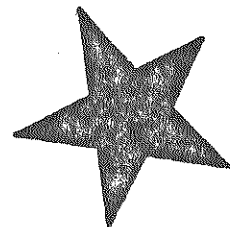
WHEREAS, the TOWN has been duly designated by the Consortium through the Chief Local Elected Official to administer required programs under the said law, its rules and regulations, and

WHEREAS, programs providing professional services for eligible adults and dislocated workers including comprehensive and specialized assessments, employability workshops, focus groups and related services are appropriate activities under WIOA, and

WHEREAS, programs providing capacity building training for WIOA staff are appropriate activities under WIOA, and

WHEREAS, the CONTRACTOR is deemed an eligible enterprise to furnish such services;

NOW, THEREFORE, in consideration of the mutual interests provided for hereby, the parties herein agree as follows.



## GENERAL CONDITIONS

### A. Authority

Pursuant to grants awarded to the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training, by the New York State Department of Labor under WIOA.

- a) Catalog of Federal Domestic Assistance (CFDA) 17.258 WIOA Adult Program;
- b) Catalog of Federal Domestic Assistance (CFDA) 17.278 WIOA Dislocated Worker Program; and
- c) Catalog of Federal Domestic Assistance (CFDA) 17.259 WIOA Youth Program.

### B. Contractor's Obligations

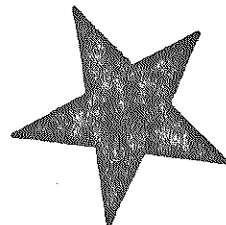
1. CONTRACTOR shall provide professional services in accordance with the approved proposal within the period agreed to herein.
2. CONTRACTOR shall provide all workshop materials and reprographic services.
3. CONTRACTOR shall not subcontract any or all of the services herein agreed to, unless agreed upon in writing by TOWN.

### C. TOWN Obligations

1. TOWN shall make payment to CONTRACTOR in accordance with Appendix I, which is attached hereto and made a part of this agreement.
2. TOWN shall provide CONTRACTOR with all forms necessary to complete its reporting requirements.
3. TOWN shall generally monitor CONTRACTOR's obligations and administer to needs arising therefrom.

### D. Payments

1. Payment to CONTRACTOR shall be made in accordance with criteria for payment and CONTRACTOR's approved rate, which are set forth in Appendix I.
2. TOWN hereby hires and retains the services of CONTRACTOR to conduct group and individual services for WIOA eligible participants, and capacity building training for staff, in accordance with the approved proposal.





E. Claims and Closeout

1. CONTRACTOR shall be paid upon submission of duly certified claim forms approved by TOWN. TOWN will file the claim in the Office of the Comptroller of the Town of Oyster Bay. Claims must be submitted to TOWN within ninety (90) days of the conclusion of said services.
2. TOWN agrees that sufficient funds shall at all times remain obligated to cover all possible charges against the program covered by this Agreement.

F. Recruitment and Placement

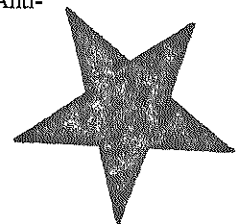
1. No participant shall be provided services under this Agreement until TOWN has certified such participant as eligible according to program requirements.
2. CONTRACTOR agrees to provide adequate and equitable services to those who can benefit from, and who are most in need of such opportunities and shall make efforts to provide services to all significant segments of the population which TOWN is obligated to serve.

G. Audit and Records

1. CONTRACTOR, including its satellites if any, shall maintain full and complete books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP), OMB Circular A-122 and such other records as may be prescribed by TOWN. Such books and other records shall at all times be available for audit and inspection by TOWN or its duly designated representatives. All financial records shall be retained for a period of six (6) years after the expiration or termination of this contract. Such period of access and retention shall continue until any and all claims, appeals, litigations or disputes arising under this contract have been disposed of.
2. TOWN will conduct monitoring and auditing to assure contract compliance and adherence to State regulations at least one (1) time during the contract period.
3. CONTRACTOR agrees to maintain the confidence of all information regarding participants or their immediate families and will not divulge same without the prior written permission of the participant or as may be required by law.

H. Laws Applicable

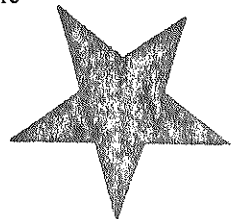
1. CONTRACTOR agrees that it will comply with requirements of the WIOA, and the regulations and policies promulgated thereunder. If such regulations should be amended it shall then comply with them, or it will notify Town of Oyster Bay within thirty (30) days of receipt from Town of Oyster Bay of such amended or revised regulations that it cannot so conform. Town of Oyster Bay may, after receipt of such notices of inability to comply, terminate this contract in whole or part on ten (10) days' notice. Town of Oyster Bay shall be responsible to advise CONTRACTOR of any amendments or revisions of said regulations. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order under the program contemplated by this Agreement.



2. CONTRACTOR shall sign the Federal Certifications, which are attached hereto as Appendix IV and in all respects made a part hereof. CONTRACTOR affirms that it will abide by the provisions of the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, the Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements, the Certification Regarding Drug Free Workplace, the Certification Regarding Nondiscrimination and Equal Opportunity Assurance, the Certification Regarding Buy American Notice Requirement, the Certification Regarding Salary and Bonus Limitations, and the Certification Regarding Veterans' Priority Provisions
3. CONTRACTOR agrees that neither the program, nor the funds provided shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.
4. CONTRACTOR agrees that Personally Identifiable Information (PII) and Sensitive Information must be protected when transmitting, collecting, storing and/or disposing of information.
5. CONTRACTOR agrees that all suspicions and complaints involving suspected or actual fraud, program abuse and criminal misconduct related to programs under the Workforce Innovation and Opportunity Act or any program involving State authorized funding must be documented and reported to the New York State Department of Labor.

I. Nondiscrimination

1. As a condition to the award of financial assistance under WIOA from the Department of Labor, CONTRACTOR assures, with respect to operation of WIOA-funded program or activity and all agreements or arrangements to carry out WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States Department of Labor has the right to seek judicial enforcement of this assurance.
2. **Priority of Service for Veterans and Eligible Spouses.**  
WIOA provides priority of service to all veterans and eligible spouses under all programs. Therefore, veterans and eligible spouses will be given priority over non-covered persons for the receipt of employment, training and placement services. A veteran or an eligible spouse must either receive access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse must receive access to the service instead of or before the non-covered person.



J. Hold Harmless

1. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor, and shall not at anytime or for any purpose be deemed an employee of the Town of Oyster Bay or the Department of Intergovernmental Affairs' Division of Employment and Training, and that CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit the TOWN and TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, or employee of neither CONTRACTOR, nor any participant in this performance shall, at any time or under any circumstances be deemed to be an agent, servant or employee of the TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold the TOWN harmless from liability for payments and such services.
2. CONTRACTOR agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the TOWN, its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs, and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agents, employees, guests, patrons, or invitees whether such actions are authorized under this Agreement or not.
3. CONTRACTOR shall be obligated to defend any action brought on as a result of any claims under this contract.

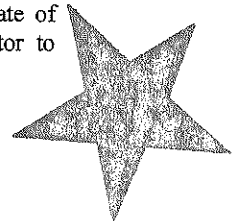
K. Termination of Contract

1. Should CONTRACTOR fail to perform any of the terms, covenants, or conditions of this Agreement, in whole or part, TOWN on behalf of the Workforce Innovation and Opportunity Act, shall have the right to terminate this Agreement.
2. In addition, either party upon thirty (30) days notice to the other party may terminate this agreement, in whole or part, when it deems it is in its best interest to do so. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.

L. Insurance

The CONTRACTOR shall not begin any programs until it has obtained and the Town of Oyster Bay has approved all insurance required under this contract. Furthermore, the CONTRACTOR shall procure and keep in force all required insurance at its own cost and expense. In addition, the CONTRACTOR shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract are no longer in attendance.

1. In accordance with the Laws of the State of New York. **WORKER'S COMPENSATION INSURANCE** must cover all of the Contractor's employees employed at the site of the program. If any work is approved by the Town of Oyster Bay to be sublet, the Contractor shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless such employees are covered by the Worker's Compensation Insurance of the CONTRACTOR. A certificate of Worker's Compensation Insurance must be submitted by the Contractor to



TOWN prior to the commencement of this Contract.

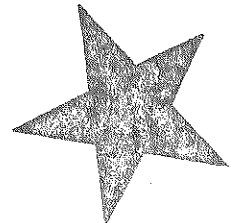
2. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, to protect the Contractor and any subcontractor (if the subcontractor is approved to operate under this contract by the Town of Oyster Bay) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest, detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation or character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance must be as follows:

- a) Personal Injury: \$1,000,000 each occurrence.
- b) Property Damage: \$ 500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance as described above, listing the Town of Oyster Bay as additional insured and accompanied by an endorsement from the insurance company must be submitted by Contractor to TOWN prior to the commencement of this contract. If the CONTRACTOR is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract.

M. Miscellaneous

1. In the event that the Contractor is the recipient of other federal and/or State and/or local government grants, awards or monies, it is expressly understood and agreed that the Contractor shall not bill or charge TOWN for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided by other funding sources.
2. The employment or training of participants in sectarian activities is prohibited.
3. CONTRACTOR agrees to adhere to all provisions of Appendices I, II, III, IV, V and which are attached hereto and made a part hereof.
4. This Agreement may be extended, on a year-to-year basis, for a maximum of two additional years dependent on performance and WIOA funding.
5. Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form either by "letter of agreement" or modification of the contract.



It is further agreed to by the parties herein that this Agreement shall commence on the 1<sup>st</sup> day of July 2021, and terminate on the 30th day of June 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

TOWN OF OYSTER BAY

By:

Title:

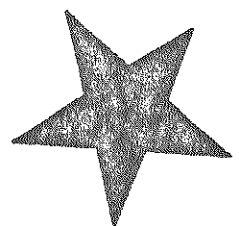
Date:

CAREER TRANSITION ASSOCIATES

By:

Title:

Date



**APPENDIX I**  
**MAXIMUM COSTS FOR PROFESSIONAL SERVICES AGREEMENT**  
**Under the Workforce Innovation and Opportunity Act**

Career Transition Associates  
1670 Old Country Rd., Suite 117  
Plainview, N.Y. 11803

**Chief Officer/Principal: Robert E. Simmons**

**Designated Contact Person: Robert Simmons**  
**[REDACTED]**

**CONTRACT DATES:**            **July 1, 2021 to June 30, 2024**

**EMPLOYABILITY WORKSHOPS**

Interviewing and Negotiating Skills

- Job Search Technoques
- Career Exploration
- Self-Assessment
- Resume Preparation
- Networking
- Managing Change and Stress
- Developing a Positive Attitude
- Transferable Skills
- Essential Work Forms
- Money Management
- Getting Along with Supervisors and Co-Workers
- Problem Solving on the Job

**ONE ON ONE SERVICES:**

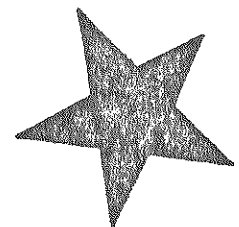
- Social Workers

**COMPUTER WORKSHOPS:**

- Introduction to Computers
- Microsoft Word
- Microsoft Excel
- Microsoft Power Point

**SOCIAL MEDIA**

- LinkedIn
- Using Social Networking in Your Job Search



**APPENDIX I**

**PAGE 2**

**Career Transition Associates**

**Location of Services**

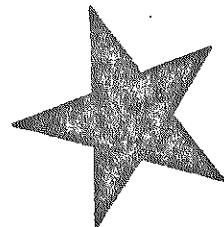
**Services may be provided at the following locations:**

1. Career Centers  
301 Old Country Road, Hicksville, NY 11801  
977 Hicksville Road, Massapequa, NY 11758
2. Business sites requiring rapid response services
3. Other sites as appropriate

**Cost:**

Employability Workshops and One-on-One Services - \$65 per hour  
The total amount of this contract will not exceed \$25,000 per year.

**\* TOWN reserves the right to cancel workshops up to three days prior to the date of the workshop due to a lack of scheduled participants. In cases where the workshop is not previously canceled, and when no participants attend the session, CONTRACTOR will be paid for one hour at the specified rate.**



## PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made the 1<sup>st</sup> day of July 2021, by and between the TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as "**TOWN**") and CENTRAL NASSAU GUIDANCE and COUNSELING, having its principal place of business at 950 South Oyster Bay Road, Hicksville, N.Y. 11801 (hereinafter referred to as "**CONTRACTOR**").

### WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as "**WIOA**") provides grants for Workforce Development Areas through the States for the purpose of establishing programs and plans for a service delivery system through which any person may explore work preparation and career development services and access a range of employment, training and adult and occupational education programs; and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated January 23, 2019, for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was designated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

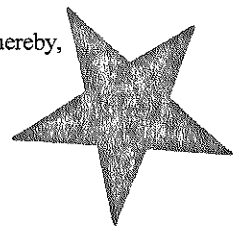
WHEREAS, the TOWN has been duly designated by the Consortium through the Chief Local Elected Official to administer required programs under the said law, its rules and regulations, and

WHEREAS, programs providing professional services for eligible adults and dislocated workers including comprehensive and specialized assessments, employability workshops, focus groups and related services are appropriate activities under WIOA, and

WHEREAS, programs providing capacity building training for WIOA staff are appropriate activities under WIOA, and

WHEREAS, the CONTRACTOR is deemed an eligible enterprise to furnish such services;

NOW, THEREFORE, in consideration of the mutual interests provided for hereby, the parties herein agree as follows.





## GENERAL CONDITIONS

### A. Authority

Pursuant to grants awarded to the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training, by the New York State Department of Labor under WIOA.

- a) Catalog of Federal Domestic Assistance (CFDA) 17.258 WIOA Adult Program;
- b) Catalog of Federal Domestic Assistance (CFDA) 17.278 WIOA Dislocated Worker Program; and
- c) Catalog of Federal Domestic Assistance (CFDA) 17.259 WIOA Youth Program.

### B. Contractor's Obligations

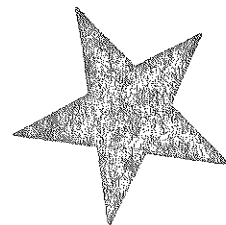
1. CONTRACTOR shall provide professional services in accordance with the approved proposal within the period agreed to herein.
2. CONTRACTOR shall provide all workshop materials and reprographic services.
3. CONTRACTOR shall not subcontract any or all of the services herein agreed to, unless agreed upon in writing by TOWN.

### C. TOWN Obligations

1. TOWN shall make payment to CONTRACTOR in accordance with Appendix I, which is attached hereto and made a part of this agreement.
2. TOWN shall provide CONTRACTOR with all forms necessary to complete its reporting requirements.
3. TOWN shall generally monitor CONTRACTOR's obligations and administer to needs arising therefrom.

### D. Payments

1. Payment to CONTRACTOR shall be made in accordance with criteria for payment and CONTRACTOR's approved rate, which are set forth in Appendix I.
2. TOWN hereby hires and retains the services of CONTRACTOR to conduct group and individual services for WIOA eligible participants, and capacity building training for staff, in accordance with the approved proposal.



E. Claims and Closeout

1. CONTRACTOR shall be paid upon submission of duly certified claim forms approved by TOWN. TOWN will file the claim in the Office of the Comptroller of the Town of Oyster Bay. Claims must be submitted to TOWN within ninety (90) days of the conclusion of said services.
2. TOWN agrees that sufficient funds shall at all times remain obligated to cover all possible charges against the program covered by this Agreement.

F. Recruitment and Placement

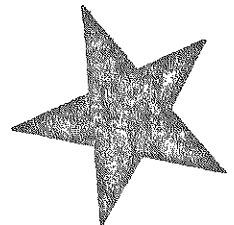
1. No participant shall be provided services under this Agreement until TOWN has certified such participant as eligible according to program requirements.
2. CONTRACTOR agrees to provide adequate and equitable services to those who can benefit from, and who are most in need of such opportunities and shall make efforts to provide services to all significant segments of the population which TOWN is obligated to serve.

G. Audit and Records

1. CONTRACTOR, including its satellites if any, shall maintain full and complete books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP), OMB Circular A-122 and such other records as may be prescribed by TOWN. Such books and other records shall at all times be available for audit and inspection by TOWN or its duly designated representatives. All financial records shall be retained for a period of six (6) years after the expiration or termination of this contract. Such period of access and retention shall continue until any and all claims, appeals, litigations or disputes arising under this contract have been disposed of.
2. TOWN will conduct monitoring and auditing to assure contract compliance and adherence to State regulations at least one (1) time during the contract period.
3. CONTRACTOR agrees to maintain the confidence of all information regarding participants or their immediate families and will not divulge same without the prior written permission of the participant or as may be required by law.

H. Laws Applicable

1. CONTRACTOR agrees that it will comply with requirements of the WIOA, and the regulations and policies promulgated thereunder. If such regulations should be amended it shall then comply with them, or it will notify Town of Oyster Bay within thirty (30) days of receipt from Town of Oyster Bay of such amended or revised regulations that it cannot so conform. Town of Oyster Bay may, after receipt of such notices of inability to comply, terminate this contract in whole or part on ten (10) days' notice. Town of Oyster Bay shall be responsible to advise CONTRACTOR of any amendments or revisions of said regulations. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order under the program contemplated by this Agreement.



2. CONTRACTOR shall sign the Federal Certifications, which are attached hereto as Appendix IV and in all respects made a part hereof. CONTRACTOR affirms that it will abide by the provisions of the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, the Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements, the Certification Regarding Drug Free Workplace, the Certification Regarding Nondiscrimination and Equal Opportunity Assurance, the Certification Regarding Buy American Notice Requirement, the Certification Regarding Salary and Bonus Limitations, and the Certification Regarding Veterans' Priority Provisions
3. CONTRACTOR agrees that neither the program, nor the funds provided shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.
4. CONTRACTOR agrees that Personally Identifiable Information (PII) and Sensitive Information must be protected when transmitting, collecting, storing and/or disposing of information.
5. CONTRACTOR agrees that all suspicions and complaints involving suspected or actual fraud, program abuse and criminal misconduct related to programs under the Workforce Innovation and Opportunity Act or any program involving State authorized funding must be documented and reported to the New York State Department of Labor.

I. Nondiscrimination

1. As a condition to the award of financial assistance under WIOA from the Department of Labor, CONTRACTOR assures, with respect to operation of WIOA-funded or activity and all agreements or arrangements to carry out WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States Department of Labor has the right to seek judicial enforcement of this assurance.
2. **Priority of Service for Veterans and Eligible Spouses.**  
WIOA provides priority of service to all veterans and eligible spouses under all programs. Therefore, veterans and eligible spouses will be given priority over non-covered persons for the receipt of employment, training and placement services. A veteran or an eligible spouse must either receive access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse must receive access to the service instead of or before the non-covered person.

J. Hold Harmless

1. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor, and shall not at anytime or for any purpose be deemed an employee of the Town of Oyster Bay or the Department of Intergovernmental Affairs' Division of Employment and Training, and that CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit the TOWN and TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, or employee of neither CONTRACTOR, nor any participant in this performance shall, at any time or under any circumstances be deemed to be an agent, servant or employee of the TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold the TOWN harmless from liability for payments and such services.
2. CONTRACTOR agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the TOWN, its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs, and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agents, employees, guests, patrons, or invitees whether such actions are authorized under this Agreement or not.
3. CONTRACTOR shall be obligated to defend any action brought on as a result of any claims under this contract.

K. Termination of Contract

1. Should CONTRACTOR fail to perform any of the terms, covenants, or conditions of this Agreement, in whole or part, TOWN on behalf of the Workforce Innovation and Opportunity Act, shall have the right to terminate this Agreement.
2. In addition, either party upon thirty (30) days notice to the other party may terminate this agreement, in whole or part, when it deems it is in its best interest to do so. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.

L. Insurance

The CONTRACTOR shall not begin any programs until it has obtained and the Town of Oyster Bay has approved all insurance required under this contract. Furthermore, the CONTRACTOR shall procure and keep in force all required insurance at its own cost and expense. In addition, the CONTRACTOR shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract are no longer in attendance.

1. In accordance with the Laws of the State of New York. **WORKER'S COMPENSATION INSURANCE** must cover all of the Contractor's employees employed at the site of the program. If any work is approved by the Town of Oyster Bay to be sublet, the Contractor shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless such employees are covered by the Worker's Compensation Insurance of the CONTRACTOR. A certificate of Worker's Compensation Insurance must be submitted by the Contractor to

TOWN prior to the commencement of this Contract.

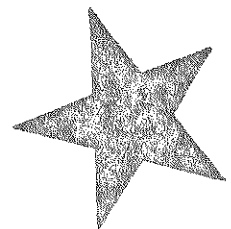
2. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, to protect the Contractor and any subcontractor (if the subcontractor is approved to operate under this contract by the Town of Oyster Bay) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest, detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation or character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance must be as follows:

- a) Personal Injury: \$1,000,000 each occurrence.
- b) Property Damage: \$ 500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance as described above, listing the Town of Oyster Bay as additional insured and accompanied by an endorsement from the insurance company must be submitted by Contractor to TOWN prior to the commencement of this contract. If the CONTRACTOR is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract.

M. Miscellaneous

1. In the event that the Contractor is the recipient of other federal and/or State and/or local government grants, awards or monies, it is expressly understood and agreed that the Contractor shall not bill or charge TOWN for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided by other funding sources.
2. The employment or training of participants in sectarian activities is prohibited.
3. CONTRACTOR agrees to adhere to all provisions of Appendices I, II, III, IV, V and which are attached hereto and made a part hereof.
4. This Agreement may be extended, on a year-to-year basis, for a maximum of two additional years dependent on performance and WIOA funding.
5. Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form either by "letter of agreement" or modification of the contract.



It is further agreed to by the parties herein that this Agreement shall commence on the 1<sup>st</sup> day of July 2021, and terminate on the 30th day of June 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

TOWN OF OYSTER BAY

By:

Title:

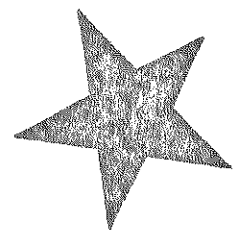
Date:

CENTRAL NASSAU GUIDANCE and COUNSELING SERVICES, INC.

By:

Title:

Date



**APPENDIX I**  
**MAXIMUM COSTS FOR PROFESSIONAL SERVICES AGREEMENT**  
**Under the Workforce Innovation and Opportunity Act**

Central Nassau Guidance and Counseling Services,  
Inc.  
1670 Old Country Rd., Suite 117  
Plainview, N.Y. 11803

**Chief Executive Officer: Jeffrey Friedman**

**Designated Contact Person: Jeffery Friedman**  
**[REDACTED]**

**CONTRACT DATES:**

July 1, 2021 to June 30, 2024

**EMPLOYABILITY WORKSHOPS**

Interviewing and Negotiating Skills

- Job Search Techniques
- Career Exploration
- Self-Assessment
- Resume Preparation
- Networking
- Managing Change and Stress
- Developing a Positive Attitude
- Transferable Skills
- Essential Work Forms
- Money Management
- Getting Along with Supervisors and Co-Workers
- Problem Solving on the Job

**ONE ON ONE SERVICES:**

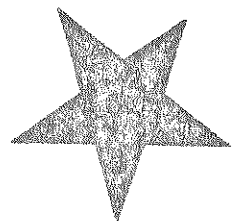
- Social Workers

**COMPUTER WORKSHOPS:**

- Introduction to Computers
- Microsoft Word
- Microsoft Excel
- Microsoft Power Point

**SOCIAL MEDIA**

- LinkedIn
- Using Social Networking in Your Job Search



## **APPENDIX I**

**PAGE 2**

### **Central Nassau Guidance and Counseling Services, Inc.**

#### **Location of Services**

**Services may be provided at the following locations:**

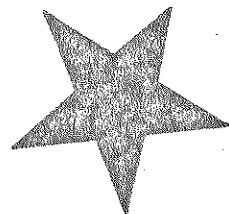
1. Career Centers  
301 Old Country Road, Hicksville, NY 11801  
977 Hicksville Road, Massapequa, NY 11758
2. Business sites requiring rapid response services
3. Other sites as appropriate

**Cost:** Virtual Workshops - \$40 per hour

In-person Workshops - \$48 per hour

The total amount of this contract will not exceed \$25,000 per year.

**\* TOWN reserves the right to cancel workshops up to three days prior to the date of the workshop due to a lack of scheduled participants. In cases where the workshop is not previously canceled, and when no participants attend the session, CONTRACTOR will be paid for one hour at the specified rate.**





**TOWN OF OYSTER BAY**  
**Inter-Departmental Memo**

June 14, 2021

**TO:** MEMORANDUM DOCKET

**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

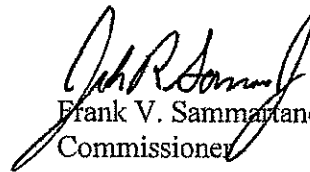
**SUBJECT:** SAVE THE SPACE  
PROFESSIONAL SERVICES UNDER THE WORKFORCE INNOVATION AND  
OPPORTUNITY ACT

---

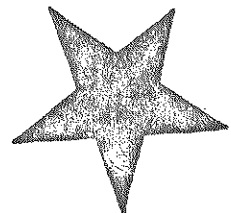
Workshops and one-on-one services to eligible job seekers under the Workforce Innovation and Opportunity Act (WIOA). The contract period will be July 1, 2021 through June 30, 2024.

This is a Workforce Innovation and Opportunity Act eligible cost and therefore at no cost to the Town of Oyster Bay.

Memorandum Docket to follow with full details.

  
Frank V. Sammartano  
Commissioner

*on behalf of commissioner*  
*Sammartano*  
*June 14th 2021*



WHEREAS, New York State Town Law §184 provides, in part, "Whenever the town board shall have established...a fire protection district pursuant to the provisions of this article, the town board *shall provide* for the furnishing of fire protection within the district..." (emphasis added), and pursuant to this provision, every year the Town of Oyster Bay contracts both the Atlantic Steamer Fire Company No. 1, Inc. ("Atlantic Steamer") and the Oyster Bay Fire Department, Inc. ("Oyster Bay FD"), for fire protection services for residents of the unincorporated hamlet of Oyster Bay; the fire companies also have contracts with other municipalities in which they also provide fire protection services, including the Incorporated Villages of Oyster Bay Cove, Laurel Hollow, Mill Neck and Cove Neck; and

WHEREAS, each municipality pays a proportional percentage of the annual expenses of the fire companies pursuant to an Inter-Municipal Agreement; due to the current COVID-19 public health crisis, the updated percentages have not been calculated, which has prevented the Town from scheduling and holding a hearing to consider the 2021 contract for fire protection for the Oyster Bay Fire Protection District; and

WHEREAS, pending issuance of the 2021 fire protection contract, Atlantic Steamer and Oyster Bay FD have been providing, and will continue to provide, fire protection and emergency response services to Town residents and both fire companies have incurred and will continue to incur costs related to providing such services; and

WHEREAS, the Atlantic Steamer and Oyster Bay FD have requested payment from each municipality based upon the 2020 contract amount, with said payments to be credited against the 2021 contracts; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated June 24, 2021, requested and recommended that the Comptroller be authorized and directed to pay \$250,000.00 each to the Atlantic Steamer Fire Company No. 1, Inc., and the Oyster Bay Fire Department, Inc., said payment to be credited against the amount due under the 2021 fire protection contract; with said funds to be drawn from Account No. TWN SF08 3410 44910 000 0000; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by said memorandum advised that the recommended \$250,000.00 payment to each fire company represents less than one-half of the Town's obligation to the fire companies under the 2020 contract,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Office of the Comptroller is hereby authorized and directed to make payment of \$250,000.00 to each the Atlantic Steamer Fire Company No. 1, Inc., and the Oyster Bay Fire Department, Inc., with said payments to be credited against the 2021 contract to be entered into between the Town and the Atlantic Steamer and Oyster Bay FD, upon submission of a duly certified claim; after audit with said funds to be drawn from Account No. TWN SF08 3410 44910 000 0000.

#

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

|                      |        |
|----------------------|--------|
| Supervisor Saladino  | Aye    |
| Councilwoman Johnson | Aye    |
| Councilman Imbroto   | Aye    |
| Councilman Hand      | Aye    |
| Councilman Labriola  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |

Reviewed By  
Office of Town Attorney  
Elizabeth A. Faughnan

148

378

# Town of Oyster Bay Inter-Departmental Memo

**TO :** MEMORANDUM DOCKET

**FROM:** Office of the Town Attorney

**DATE:** June 24, 2021

**SUBJECT:** Payment for 2021 Fire Protection Agreement with Atlantic Steamer Fire Company No. 1, Inc., and Oyster Bay Fire Department, Inc.

---

New York State Town Law §184 provides, in part, "Whenever the town board shall have established...a fire protection district pursuant to the provisions of this article, the town board *shall provide* for the furnishing of fire protection within the district..." (emphasis added). Pursuant to this provision, every year, the Town of Oyster Bay contracts with both the Atlantic Steamer Fire Company No. 1, Inc. ("Atlantic Steamer") and the Oyster Bay Fire Department, Inc. ("Oyster Bay FD"), for fire protection for residents of the unincorporated hamlet of Oyster Bay, which companies are the only primary source of fire protection within the fire protection district. The fire companies are funded by contracts with each of the municipalities in which they provide fire protection - the Incorporated Villages of Oyster Bay Cove, Laurel Hollow, Mill Neck and Cove Neck, as well as the Town. Each municipality pays a proportional percentage of the annual expenses of the fire companies, pursuant to an Inter-Municipal Agreement. The most recent ten (10) year agreement between the municipalities regarding payment percentages expired December 31, 2020, and due to the current COVID-19 public health crisis, the calculation of the percentages and the finalization of the renewal contract have been delayed. Pending issuance of the 2021 fire protection contract, Atlantic Steamer and Oyster Bay FD have been providing, and will continue to provide, fire protection and emergency response services to Town residents, and have incurred and will continue to incur costs related to providing such services.

At this time, Atlantic Steamer and Oyster Bay FD have requested payment from each municipality based upon each municipality's 2020 contract amount in order to meet its fiscal obligations; said payments to be credited against the contracts for 2021. This Office recommends and requests authorization for the Comptroller to pay \$250,000.00 each to the Atlantic Steamer Fire Company No. 1, Inc., and the Oyster Bay Fire Department, Inc., said payment to be credited against the amount due under the 2021 fire protection contract. The \$250,000.00 payment represents less than half of the Town's 2020 contract with Atlantic Steamer and Oyster Bay FD which authorized payment in an amount not to exceed \$503,629.62 to Atlantic Steamer, and an amount not to exceed \$503,500.90 to Oyster Bay FD for calendar year 2020.

Funds are available in Account No. TWN SF08 3410 44910 000 0000.

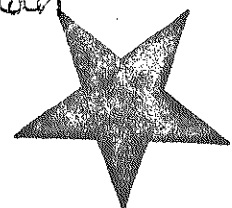
Kindly suspend the rules and place this matter on the Town Board action calendar for the June 29, 2021 Town Board meeting. A proposed resolution accompanies this memo.

FRANK M. SCALERA  
TOWN ATTORNEY

*Elizabeth A. Faughnan*  
Elizabeth A. Faughnan  
Deputy Town Attorney

EAF:eaf  
Attachment  
2016-5219

S:\Attorney\RESOS 2021\MD & RESO\2021 Fire Protection Payment - Oyster Bay & Atlantic Steamer - EAF.docx



WHEREAS, Robert L. Brusca, Vice President, Oyster Bay Railroad Museum, P.O. Box 335, Oyster Bay, New York 11771, by letter dated June 24, 2021, requested the use of Railroad Avenue in Oyster Bay between Hamilton Avenue and Audrey Avenue, the temporary placement of "Road Closure" signs on Railroad Avenue from 9:00 a.m. through 11:30 a.m., and the use of four (4) complete barricades, for the Grand Opening of the Historic Presidential Train Station and Landmark Turntable Event, on Saturday, June 26, 2021, from 9:00 a.m. through 11:30 a.m.; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated June 29, 2021, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Highway Department has no objection to providing the Oyster Bay Railroad Museum, with the use of Railroad Avenue in Oyster Bay between Hamilton Avenue and Audrey Avenue, the temporary placement of "Road Closure" signs on Railroad Avenue from 9:00 a.m. through 11:30 a.m., and the use of four (4) complete barricades, for the Grand Opening of the Historic Presidential Train Station and Landmark Turntable Event, on Saturday, June 26, 2021, from 9:00 a.m. through 11:30 a.m.; and

WHEREAS, Deputy Commissioner Bishop, by said memorandum, advised that the Department of Community and Youth Services, had no objection to providing its shuttle bus for transportation between the Oyster Bay Train Station and the Turntable at the eastern terminus of the Oyster Bay line, for the aforementioned event, on Saturday, June 26, 2021, from 9:30 a.m. through 1:30 p.m.; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Highway Department is hereby authorized and directed, *nunc pro tunc*, June 26, 2021, to provide the Oyster Bay Railroad Museum, with the use of Railroad Avenue in Oyster Bay between Hamilton Avenue and Audrey Avenue, the temporary placement of "Road Closure" signs on Railroad Avenue from 9:00 a.m. through 11:30 a.m., the use of four (4) complete barricades, and the use of the Department of Community and Youth Services shuttle bus for transportation between the Oyster Bay Train Station and the Turntable at the eastern terminus of the Oyster Bay line on Saturday, June 26, 2021, from 9:30 a.m. through 1:30 p.m., for the Grand Opening of the Historic Presidential Train Station and Landmark Turntable Event, 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.

Reviewed By  
Office of Town Attorney  
*Elizabeth O. Jaughman*

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  | Absent |
| Councilwoman Maier   | Absent |
| Councilwoman Walsh   | Aye    |