

Meeting of October 27, 2020

Resolution No. TF-16-2020

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
075-20	HWY	\$2,500.00	HWY DB 5110 41720 000 0000
		\$2,500.00	TO HWY DB 5110 41600 000 0000
076-20	PAD	\$1,000.00	FROM PAD B 3620 25000 000 0000
		\$1,000.00	TO PAD B 3620 21000 000 0000

#

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

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

Reviewed By  
Office of Town Attorney  
*James M. J. Walsh*

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

10/13/2020

**TO: MEMORANDUM DOCKET**

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

**SUBJECT: TRANSFER OF FUNDS 2020**

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Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 41720 000 0000	SMALL TOOLS & IMPTS	\$2,500.00
<u>To:</u> HWY DB 5110 41600 000 000	MATLS AND SUPPLIES	\$2,500.00

This transfer is necessary to provide funds to purchase propane.

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

JPB/dp

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



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

**To:** MEMORANDUM DOCKET

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

**Date:** OCTOBER 15, 2020

**Subject:** TRANSFER OF FUNDS

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Kindly arrange for a transfer of funds as requested from the 2020 budget as follows:

**From:** PAD B 3620 25000 000 0000-----\$1,000.00  
GENERAL EQUIPMENT

**To:** PAD B 3620 21000 000 0000-----\$1,000.00  
FURNITURE

This transfer is necessary in order for us to purchase a new file cabinet to replace one that cannot be repaired.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM/dm

C: Legislative Affairs



Reviewed By  
Office of Town Attorney  
*Rachel P. Healey*

WHEREAS, the New York State Department of Environmental Conservation, Division of Materials Management-Bureau of Pest Management, requires commercial pesticide applicators to obtain and maintain a valid Commercial Pesticide Applicator Certification; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 6, 2020, requested Town Board authorization to reimburse Mr. Gregory G. Koladinsky, Greens Keeper, assigned to the Town of Oyster Bay Golf Course, the cost of \$535.00 to reimburse him for his pesticide renewal certification fee (ID#C1661517), valid through April 21, 2021, which is beneficial to the Town since Mr. Koladinsky utilizes his training to effectively maintain the Town golf course,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Town Board authorizes the reimbursement of \$535.00 to Mr. Gary G. Koladinsky, for his pesticide certification fee (ID#C1661517), valid through April 21, 2021; and be it further

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

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

-#-

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

DATE: OCTOBER 6, 2020

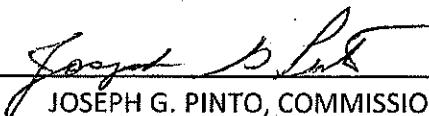
SUBJECT: CERTIFICATION REIMBURSEMENT

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

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

The Parks Department respectfully requests Town Board authorize a reimbursement of five hundred thirty five dollars (\$535.00) to Mr. Kolodinsky for his pesticide certification renewal fee, LIGCSA seminar and annual dues. This certification is valid through April 24, 2021, funds are available in account PKS A 7110 44900 000 0000.

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

JGP/GS/km  
Att.

June 11, 2020

Greg Kolodinsky  
3940 Fulton Avenue  
Seaford, NY 11783  
516-250-6548

Dear Commissioner,

Please find attached invoices that were paid by me for a LIGCSA seminar which necessary for me to receive credits towards my Pesticide Applicator license, the renewal of my Pesticide Applicator license and annual dues to the LIGCSA which enhances my ability to keep up with the changes in the Golf Course industry. I have also attached a copy of my current Pesticide Applicator license.

Please let me know if you need anything further.

Thank you,

Greg Kolodinsky  
Greenskeeper, Town of Oyster Bay Golf Course



6/11/2020

Fwd: Order #859 Confirmation — Long Island GCSA Store

From: [REDACTED]  
To: [REDACTED]  
Subject: Fwd: Order #859 Confirmation — Long Island GCSA Store  
Date: Thu, Jun 11, 2020 7:58 am

Sent from my iPhone

Begin forwarded message:

From: Long Island GCSA Store <[notifications@ecwid.com](mailto:notifications@ecwid.com)>  
Date: January 15, 2020 at 8:13:41 AM EST  
To: Greg Kolodinsky <[REDACTED]>  
Subject: Order #859 Confirmation — Long Island GCSA Store  
Reply-To: Long Island GCSA Store <[ligcsaweb@gmail.com](mailto:ligcsaweb@gmail.com)>

## Order Confirmation



Hello Greg Kolodinsky,

We have received your Long Island GCSA Store order! Thank you for your purchase.

Order #859 >

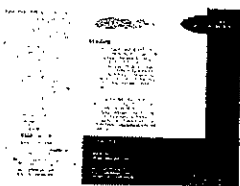
Payment status

Paid

Fulfillment status

Awaiting Processing

### Your order



WINTER EDUCATION CONFERENCE (01/22)

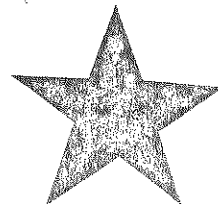
SKU: #01006

Event Option: Attendance Fee

Name: Greg Kolodinsky

Club / Company: Town of Oyster Bay Golf Course

Attendee Names: Greg Kolodinsky



<https://mail.aol.com/webmail-std/en-us/PrintMessage>

6/11/2020

Fwd: Order #859 Confirmation — Long Island GCSA Store

1 x \$160.00

Items	\$160.00
<b>Total</b>	<b>\$160.00</b>

Thanks for shopping with us!

You can check the status of your orders at any time on our [Orders History Page](#).

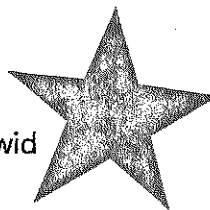
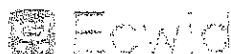
We welcome you to our store anytime. If you need assistance or have any questions, please email us at [ligcsaweb@gmail.com](mailto:ligcsaweb@gmail.com) or call (913) 221-8052. We are happy to help!

Sincerely,  
Long Island GCSA Store



© Long Island GCSA Store  
84 Wading River Dr, Wading River, New York, 11792, United States

This online store is built on Ecwid





JANINE KOLODINSKY  
GREGORY KOLODINSKY  
3940 FULTON AVENUE  
SEAFORD, NY 11783

1-148  
210 245

5506

Date 2/24/20

Pay to the order of

NYS Department of Environmental Conservation \$ 150.00  
One hundred fifty & 00/100

**citibank**

Dollars 

CITIBANK, N.A.

Janine Kolodinsky

Certification ID Number  
Customer Number  
Invoice Number  
Invoice Date

C1661517  
124445  
9990000437028  
11-Feb-2020

Amount Enclosed: \$ 150.00  
Check Number: 5506

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

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

CLASS

## COMMERCIAL PESTICIDE APPLICATOR

415



**GREGORY G KOLODINSKY**  
is duly certified by the N.Y.C.F.

is duly certified by the New York State  
Department of Environmental Conservation

Department of Environmental Conservation

Expires: 04/21/2021

Expires: 04/21/2021  
Categories/Subcategories of Certification

3a

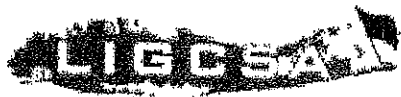
*Aschli*

THIS DOES NOT CONFER NYS EMPLOYEE STATUS

11月11日 星期一 晴

2/14/2020

Order - #905



**Long Island GCSA Store**

ligcsa.org/events  
84 Wading River Dr  
Wading River, New York 11792  
United States

**Customer service**  
(913) 221-8052  
ligcsaweb@gmail.com

Feb 14, 2020, 09:10 AM

GREG KOLODINSKY  
3940 Fulton Avenue  
Seaford, New York, 11783  
United States  
516-250-6548

Payment method Credit or debit  
card

**Order #905**

<b>MEMBERSHIP DUES</b>	<b>1</b>	<b>\$225.00</b>
SKU : 01000		
Name: Greg Kolodinsky		
Club / Company: Town of Oyster Bay Golf Course		
Class: Class A		

Items	\$225.00
<b>Total</b>	<b>\$225.00</b>

Thank you for your order!



ORDER-905

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 9, 2020, requested Town Board authorization to conduct the Town of Oyster Bay Full Day/Half Day Summer Recreation Program for the 2021 calendar year, and recommended the following fee schedule:

	<u>Town Resident</u>	<u>Non-Resident Child with Town Resident Caregiver</u>
<b>Full Day:</b>		
One child	\$560.00	\$610.00
Each additional child (same family)	\$460.00	\$510.00
<b>Half Day:</b>		
One child	\$400.00	\$450.00
Each additional child (same family)	\$300.00	\$350.00

WHEREAS, it is further requested all fees received be deposited into Account No. PKS A 0001 02001 510 0000, with the exception of \$95,000.00, which shall be deposited in Account No. TWN TA 0000 0085 444 0000 Special Events, for the purpose of paying for costs of the program, including, but not limited to: the rental of a portable bathroom trailer for Allen Park, the purchase of T-shirts for the campers and staff, arts and crafts supplies and sports equipment, and the cost of field trips,

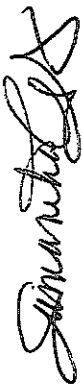
NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Town Board hereby authorizes the Department of Parks to conduct the Town of Oyster Bay Full Day/Half Day Summer Recreation Program for the 2021 calendar year for the abovementioned fees, said fees collected to be deposited in Account No. PKS A 0001 02001 510 0000, with the aforementioned fees remaining unchanged unless and until amended or modified by the Town Board; and be it further

RESOLVED, That \$95,000.00 of the total amount collected shall be deposited in Account No. TWN TA 0000 0085 444 0000 Special Events, for the purpose of paying for costs of the program, including, but not limited to: the rental of a portable bathroom trailer for Allen Park, the purchase of T-shirts for the campers and staff, arts and crafts supplies and sports equipment, and the cost of field trips.

-#-

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

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

Reviewed By  
Office of Town Attorney  


# Town of Oyster Bay

## Inter-Departmental Memorandum


TO: Memorandum Docket  
 FROM: Joseph G. Pinto, Commissioner  
 Department of Parks  
 DATE: October 9, 2020  
 SUBJECT: 2021 Summer Recreation Program

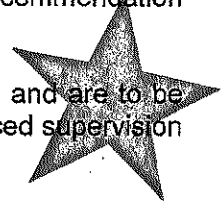
The Department of Parks, Division of Recreation, respectfully requests Town Board authorization to conduct the Town of Oyster Bay Full Day/Half Day Summer Recreation Program for the calendar year, and recommends the following fee schedule:

	<u>Town Resident</u>	<u>Non-Resident Child with Town Resident Caregiver</u>
<b>Full Day:</b>		
One child	\$560.00	\$610.00
Each additional child (same family)	\$460.00	\$510.00
<b>Half Day:</b>		
One child	\$400.00	\$450.00
Each additional child (same family)	\$300.00	\$350.00

All fees received will be deposited into Account No. PKS A 0001 02001 510 0000, with the exception of \$95,000, which will be deposited into Account No. TWN TA 0000 0085 444 0000 Special Events, for the purpose of paying for the costs of the program, including, but not limited to: the rental of a portable bathroom trailer for Allen Park; the purchase of T-shirts for the campers and staff, arts and crafts supplies, and sports equipment; and the cost of field trips. The fees shall remain unchanged unless and until they are amended by the Town Board upon recommendation of the Commissioner of the Department of Parks.

The T-shirts are to be distributed to each child at the time of registration and are to be worn on all off-site field trips as a means to better identify the campers for enhanced supervision and safety purposes.

  
 \_\_\_\_\_  
 Joseph G. Pinto  
 Commissioner



WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated October 9, 2020, requested and recommended that the Town-owned Toner, Cartridges, Ribbons and Drums on the attached list be declared surplus and that the Department of General Services be authorized to prepare and advertise said items for competitive bid sale or public auction; and

WHEREAS, the aforementioned memorandum is in conformance with the requirements of the Town's Surplus Equipment Policy set forth in Resolution No. 415-2018 adopted on June 12, 2018,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and the Town-owned Toner, Cartridges, Ribbons and Drums on the attached list are declared surplus, and the sale of said items by the Department of General Services by public auction is hereby ratified.

#

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

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

Reviewed By  
Office of Town Attorney

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

To: MEMORANDUM DOCKET

From: ERIC TUMAN, COMMISSIONER  
GENERAL SERVICES DEPARTMENT

Date: OCTOBER 9, 2020

Subject: SURPLUS EQUIPMENT – CARTRIDGES FOR BID BOX

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As required by the Town of Oyster Bay Surplus Policy, Town Board Resolution #415-2018, the Town Board is hereby requested to authorize the competitive bid or public auction of the attached items.

In accordance with the request from the Office of the Comptrollers attached is a list of surplus toners and ribbons. Since these items do not have asset numbers there is no original cost or age. The condition is "unused" and we have averaged the current market value of each item. These supplies are no longer of use to The Town as the equipment is obsolete.



  
Eric Tuman, Commissioner  
General Services Department

ET/sc  
Attachments

cc: Comptrollers/Accounts Payable  
Comptrollers/Accounts Receivable  
General Services Department

**Susan Cowley**

---

**From:** James Memoli  
**Sent:** Wednesday, September 30, 2020 11:52 AM  
**To:** Susan Cowley  
**Subject:** Fwd: Toner  
**Attachments:** Cartridges for bid box.docx; ATT00001.htm

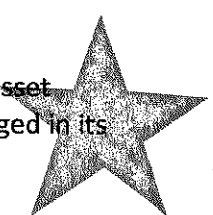
Sent from my iPhone

Begin forwarded message:

**From:** Christine Wiss <cwiss@oysterbay-ny.gov>  
**Date:** September 30, 2020 at 11:49:11 AM EDT  
**To:** James Memoli <jmemoli@oysterbay-ny.gov>  
**Cc:** Ralph Raymond <rreymond2@oysterbay-ny.gov>, Jaime Conologue <jconologue@oysterbay-ny.gov>  
**Subject:** Toner

Jim:

In regards to the toner, please be advised that this is not an inventoried item with an asset number; therefore, the best that I can tell you is that the toner has not be used, packaged in its original container, the best description, *as is*.



The list contains a quantity and cartridge name.

Hope this helps.

Thank you,  
~ Christine

**Christine M. Wiss**  
**Deputy Comptroller**  
**Town of Oyster Bay**  
**74 Audrey Avenue**  
**Oyster Bay, NY 11771**  
**Phone: 516-624-6447**



## Cartridges for bid box

### HP Cartridges:

<u>QTY</u>	<u>Cartridge Name</u>	<u>Avg.Ea.Price</u>	<u>TOTAL</u>
10	Q6470A Black Cartridges	\$106.65	\$1,066.50
1	Q6471A Cyan Cartridge	104.37	104.37
2	Q6473A Magenta Cartridges	130.87	261.74
31	Q3964A Image Drums	134.16	4,158.96
20	Q3960A Black Cartridges	73.95	1,479.00
30	Q3961A Cyan Cartridges	59.75	1,795.50
29	Q3962A Yellow Cartridges	59.75	1,732.75
29	Q3963A Magenta Cartridges	53.34	1,546.86

### Epson Ribbons:

3 Epson 8766 ribbons	32.15	96.45
4 Epson S015384 ribbons	22.30	89.20

### Lexmark Cartridges:

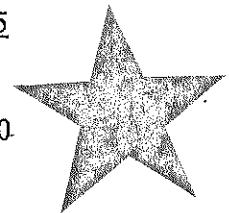
10 Lexmark 1382925 Cartridges	40.49	404.90
1 Lexmark 12A7365 Cartridge	87.99	87.99
1 Lexmark 1382925 Cartridge	40.49	40.49
4 HP 92298A Cartridges	48.66	194.64

### IBM Cartridges:

1 IBM 4317 63H2401 Cartridge	86.25	<u>86.25</u>
------------------------------	-------	--------------

TOTAL

\$13,145.60



About 351,000 results (0.59 seconds)

Ads · See q6470a



HP 501A Black  
Original ...  
**\$181.99**  
hp.com  
★★★★★ (860)



Original HP  
501A Black  
**\$109.00**  
OriginalSupplie...  
★★★★★ (860)



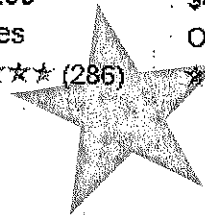
Remanufactured  
HP LaserJet ...  
**\$128.00**  
Used  
Ink Technologies



HP 828  
(CF358A) ...  
**\$102.99**  
Staples  
★★★★★ (286)



*107.25*  
Original HP  
501A 502A  
**\$429.00**  
OriginalSupp  
★★★★★ (1)



Ads - See q6471a toner cartridge

17



Original HP 502A  
Cyan Q6471A ...  
**\$109.00**  
OriginalSupplies...  
★★★★★ (440)



Original HP 501A  
502A SET ...  
**\$429.00** 107.25  
OriginalSupplies...  
★★★★★ (16)



Remanufactured  
HP LaserJet ...  
**\$128.00** 32.00  
Used  
Ink Technologies



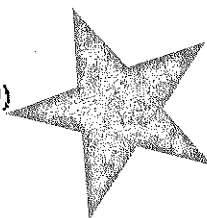
Genuine HP 502A  
Cyan Q6471A ...  
**\$104.95**  
Ink Genie  
Free shipping



Original HP 502A  
Q6471A Cyan ...  
**\$95.00**  
ValueTekno  
Free shipping


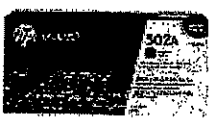
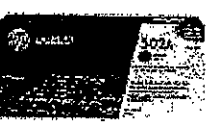




HP 502A Cyan  
Original ...  
**\$177.99**  
hp.com  
★★★★★ (440)



About 672,000 results (0.88 seconds)


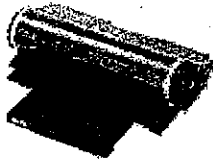

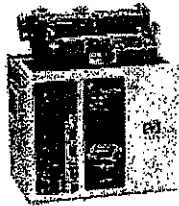

Ads · See hp q6473a magenta toner cartridge

				
Original HP 502A \$109.00 OriginalSupplie... ★★★★★ (440)	HP 502A Magenta ... \$177.99 hp.com ★★★★★ (440)	HP 502 (Q6473A) ... \$177.99 Staples ★★★★★ (440)	Genuine HP 502A \$94.46 Ink Genie Free shipping	HP 502A, Magenta ... \$95.00 ValueTekno Free shipping



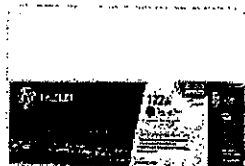
About 90,900 results (0.55 seconds)

Ads · See q3964a imaging drum

				
HP 828 (CF358A) ... <b>\$102.99</b> Staples ★★★★☆ (286)	Samsung CLT-R406 ... <b>\$97.99</b> Staples ★★★★☆ (98)	Compatible HP Q3964A Drum ... <b>\$69.95</b> inktonerstore	HP Part # Q3964A OEM ... <b>\$230.89</b> Quickship.com	Original HP 122A Q3964A ... <b>\$169.00</b> OriginalSupplies ★★★★☆ (1k)

About 231,000 results (0.74 seconds)

Ads · See q3960a



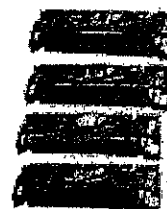
Original HP  
122A Black  
**\$75.00**  
OriginalSupplie...  
★★★★★ (1k+)



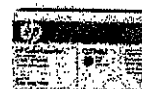
HP 828  
(CF358A) ...  
**\$102.99**  
Staples  
★★★★★ (286)



Original HP  
122A SET  
**\$259.00** *64.75*  
OriginalSupplie...  
★★★★★ (443)



Remanufactured  
HP LaserJet ...  
**\$96.00** *24.00*  
Used  
Ink Technologies



HP 122A  
(Q3960A) ..  
**\$102.99**  
Ink4Less  
Free shippin



About 183,000 results (0.40 seconds)

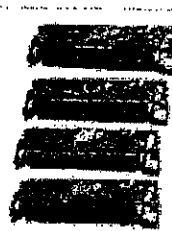
Ads · See q3961a toner



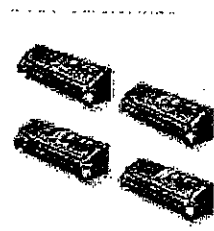
Original HP  
122A Cyan  
\$65.00  
OriginalSupplie...  
★★★★★ (1k+)



Original HP  
122A SET *6475*  
\$259.00  
OriginalSupplie...  
★★★★★ (443)



Remanufactured  
HP LaserJet ...  
\$96.00 *24.00*  
Used  
Ink Technologies



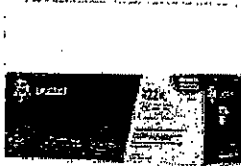
Compatible HP  
Q3960A, ...  
\$99.95 *24.99*  
inktonerstore



HP 122A  
(Q3961A) ...  
\$119.99  
Ink4Less  
Free shippir

About 185,000 results (0.69 seconds)

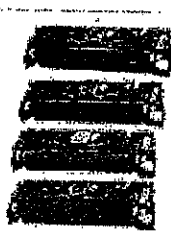
Ads · See q3962a



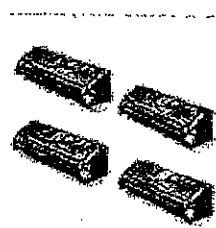
Original HP  
122A Yellow ...  
\$75.00  
OriginalSupplie...  
★★★★★ (1k+)



Original HP  
122A SET *6475*  
\$259.00  
OriginalSupplie...  
★★★★★ (443)



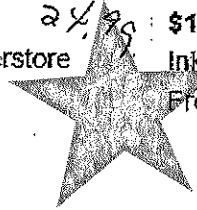
Remanufactured  
HP LaserJet ...  
\$96.00 *240*  
Used  
Ink Technologies



Compatible HP  
Q3960A, ...  
\$99.95 *24.99*  
inktonerstore





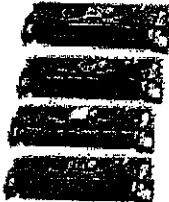
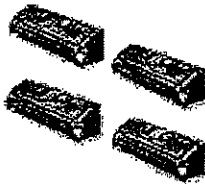

HP 122A  
(Q3962A) ...  
\$119.99  
Ink4Less  
Free shippin





About 182,000 results (0.47 seconds)

Ads · See q3963a

				
Original HP 122A \$75.00 OriginalSupplie... ★★★★★ (1k+)	Original HP 122A SET \$259.00 6475 OriginalSupplie... ★★★★★ (443)	Remanufactured HP LaserJet ... \$96.00 2400 Used Ink Technologies	Compatible HP Q3960A, ... \$99.95 2499 Inktonerstore	PRODUCT II COMINGS Genuine HI 122A \$77.95 Ink Genie Free shippi

About 299,000 results (0.48 seconds)

Ads · See epson 8766 ribbon cartridge



Epson 8766  
Black Nylon ...  
**\$35.39**  
Office Depot  
Free shipping



Epson 8766  
Ribbon,  
**\$19.98**  
OfficeSupply.com  
★★★★★ (14)



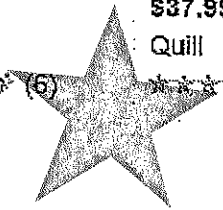
Epson 8766  
Ribbon, Black, ...  
**\$26.20**  
Zoro  
★★★★★ (4)



Epson Black  
Dot-Matrix ...  
**\$41.20**  
Staples  
★★★★★ (6)


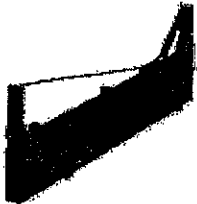
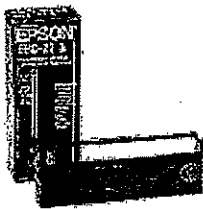
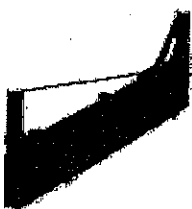



Epson Black  
Dot-Matrix ...  
**\$37.99**  
Quill  
★★★★★ (1)



About 27,000 results (0.64 seconds)

Ads · See epon s015384

				
Epson Black Dot-Matrix ...	Epson S015384 Ribbon,	Epson Black Print Ribbon,	Epson S015384 Ribbon - Black	Epson S01 Dfx9000 ...
\$33.24	\$19.68	\$4.18	\$24.00	\$30.40
Staples	OfficeSupply.com	Staples	Global Industrial	Zero
★★★★★ (8)	★★★★★ (8)	★★★★★ (37)	★★★★★ (8)	

amazonconfirmedfit | Check fit by printer:

Brand ▾

Model

Can't

Office Products ▸ Office & School Supplies ▸ Printer Ink & Toner ▸ Laser Printer Drums & Toner



Lexmark 1382925 Black L

for Optra 1255, Optra 12!

Visit the Lexmark Store

☆☆☆☆☆ ▾ 1 rating

Price: \$40.49 & FREE Shipping

- Make sure this fits by entering your mode
- Brand New Original (OEM) Item

New (3) from \$25.00 + \$7.49 Shipping



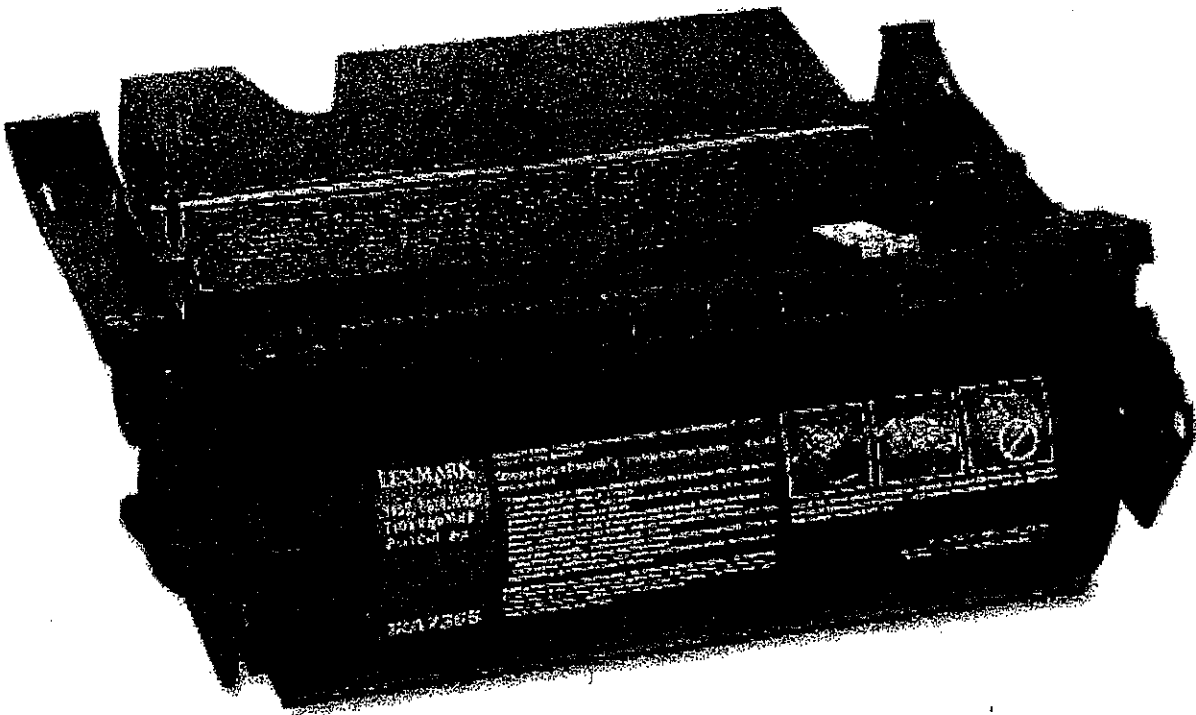


# Lexmark 12 Yield Toner

Visit the Lexmark SI

Price: \$187.99 &

- Sold as 1 Each.
- Uses an advance
- Installation is sin
- > See more product





Sponsored

LD Remanufactured Toner  
Cartridge Replacement for HP 98A  
92298A (Black)

☆☆☆☆☆ ~ 89

\$39<sup>99</sup>

FREE Shipping

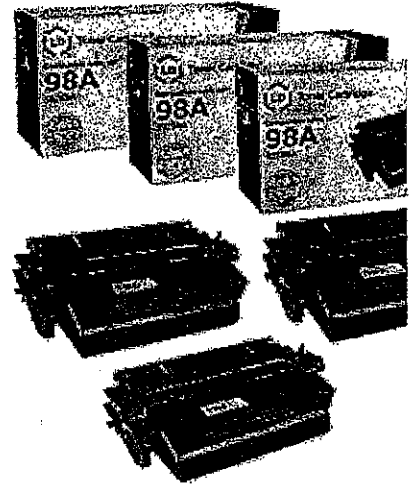


Sponsored

LD Remanufactured MICR Toner  
Cartridge Replacement for HP 98A  
92298A (Black)

\$69<sup>99</sup>

FREE Shipping



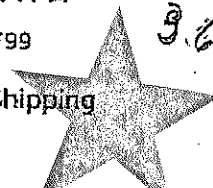
Sponsored

LD Remanufactured Toner  
Cartridge Replacement for H  
92298A (Black, 3-Pack)

☆☆☆☆☆ ~ 1

\$107<sup>99</sup>

FREE Shipping





Computer Network Accessories, Inc.

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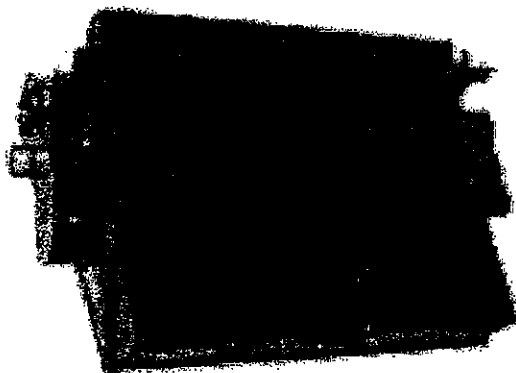
Keyword or Catalog Number

CATEGORIES

- AC/DC Power Adapters
- Audio/Video Cabling
- Audio/Video Hardware
- Bulk Cabling
- Cameras - DVRs - Security
- Connectors/Adapters
- Electronics
- HDMI - HDTV - Mounts
- Installation/Service
- Network Cabling
- Network Hardware
- PC Cabling
- PC Hardware - Accessories
- Power Cords - Power Strips
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- POS & Printer Ribbons

Home > Printer Supplies > Toner Cartridges > IBM Compatibles > IBM 63H2401 Toner Cartridge, Black.

## IBM 63H2401 Toner Cartridge, Black



List Price: \$205.00

Now: \$86.25

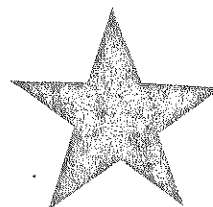
CNA#: 31-327

Quantity:

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Printer models - IBM Network Printer NP17 (4317)



WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated October 9, 2020, has requested that the Town exercise the third and last one year extension for Contract No. SE 004-17, Transfer, Haul and Disposal/Recycling of Tires, with Casings, Inc., P.O. Box 731, Catskill, New York 12414, commencing on January 1, 2021 and continuing through December 31, 2021;

NOW, THEREFORE, BE IT RESOLVED, That request as hereinabove set forth is accepted and approved, and the Department of General Services is authorized to exercise the third and last one year extension of contract No. SE 004-17 for the period commencing on January 1, 2021 through December 31, 2021, and Resolution No. 653-2016, Resolution 28-2019 and Resolution 758-2019 be amended and ratified consistent with the terms and specifications of Bid Number SE 004-17; 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.

-#-

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

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



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

To: MEMORANDUM DOCKET

From: ERIC TUMAN, COMMISSIONER  
GENERAL SERVICES DEPARTMENT

Date: OCTOBER 9, 2020

Subject: EXTENSION OF CONTRACT, SE004-17, TRANSFER, HAUL AND  
RECYCLING TIRES  
Contract Award, M.D. dated 11/15/16, Item 9  
First Extension, M.D. dated 12/25/18, Item 6  
Second Extension, M.D. dated 11/26/19, Item 15

---

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

- Casings, Inc., Catskill, New York

the vendor of record for Contract SE004-17. They are requesting the third one-year extension which is provided for in the subject contract specifications. The Office of the Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

I am recommending that the Town of Oyster Bay extend Contract SE004-17 for an additional year with the same prices, conditions and terms provided for in our present contract commencing on January 1, 2021 and continuing through December 31, 2021.

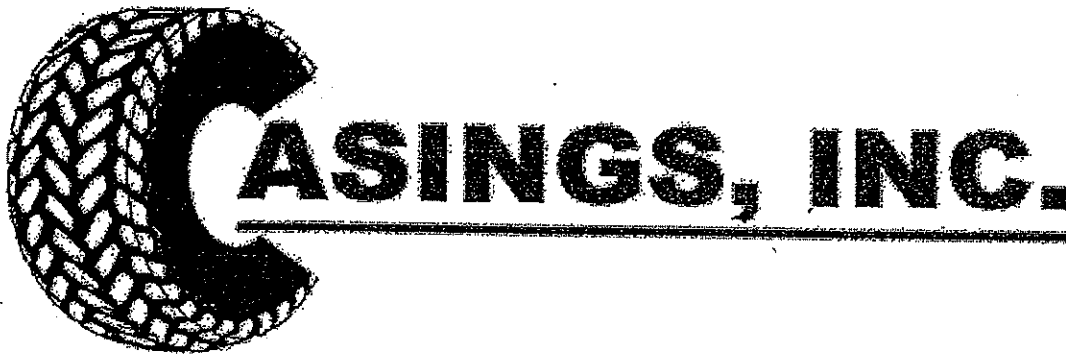
Should the Town Board concur, may the Town Attorney's Office be directed to prepare a resolution extending Contract SE004-17 to Casings, Inc. as stated above.

  
Eric Tuman, Commissioner  
General Services Department

ET/sc  
Attachments

cc: Comptrollers/Accounts Payable  
Department of Environmental Resources

Jesus said, "I am the way and the truth and the life. No one comes unto the Father except through me." John 14:6



P.O. BOX 731, CATSKILL, NY 12414

(518) 943-9404 FAX (518) 943-7020

August 12, 2020

Town of Oyster Bay  
Division of Purchase and Supply  
74 Audrey Ave.  
Oyster Bay, NY 11771

To Whom it May Concern,

Casings, Inc. is hereby requesting to extend contract "SE-004-17 - Pick-Up, Transfer, Haul of Recycling Tires" for another year, under the same terms, conditions and pricing as awarded in the current contract.

Cordially,



Richard Evans

President

Federal Tax ID# -

Contact Jim Fabrizio to send notices regarding future bids, at [jim.fabrizio@casingsinc.com](mailto:jim.fabrizio@casingsinc.com).

RECEIVED  
PURCHASING

TOWN OF OYSTER BAY 2020 AUG -7 A 11:56

INTER DEPARTMENTAL MEMO TOWN OF OYSTER BAY N.Y.

To: GENERAL SERVICES - DIVISION OF PURCHASE & SUPPLY  
From: ENVIRONMENTAL RESOURCES  
SUBJECT: BID PROPOSAL: SE 004-17 PICK-UP, TRANSFER, HAUL AND RECYCLING TIRES

The Department of ENVIRONMENTAL RESOURCES in the best interest of the Town of Oyster Bay, would like to extend Bid Proposal SE 004-17 for an additional year. The pricing is still competitive and the vendor is performing according to the bid specifications.

Amount spent in the past year \$ 11,320.00

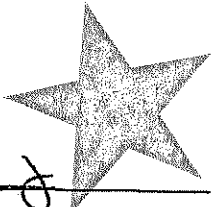
Estimated expenditure for extension \$ 11,320.00

Types of services procured with this contract PICK-UP, HAUL, TRANSFER & RECYCLE TIRES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please proceed with whatever steps are necessary for this extension.

  
DEPUTY COMMISSIONER



8/6/2020  
DATE

WHEREAS, Robert Darienzo, Director of Finance, by memorandum dated October 9, 2020, advised that in connection with the recent award of \$30,000,000.00 in serial bonds, and \$39,620,000.00 in Bond Appreciation Notes (BAN), there were certain costs incurred by the Town of Oyster Bay, and requested that the Town Board authorize and direct the Town Comptroller to pay the following:

Moody's Investor's Service - Rating Fee	\$37,500.00
P.O. Box 102597	
Atlanta, Georgia 30368-0597	

NOW, THEREFORE, BE IT RESOLVED, that the request of Robert Darienzo, Director of Finance, is accepted approved, and that in connection with the recent award of \$30,000,000.00 in serial bonds, and \$39,620,000.00 in Bond Appreciation Notes (BAN), the Town Comptroller is hereby authorized and directed to pay the hereinabove described costs incurred; and be it further

RESOLVED, that the funds for said payment shall be drawn from various capital accounts object .29999, Bonding & Finance; and be it further

RESOLVED, that payment of the above is authorized upon presentation of a duly certified claim to the Town Comptroller, 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  
*Robert P. Heston*

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

October 9, 2020

**To:** Memorandum Docket  
**From:** Robert Darienzo, Director of Finance  
**Subject:** 2020 BAN/Bond Sale Expenses

---

The Town recently successfully awarded \$30,000,000 in serial bonds and \$39,620,000 in Bond Anticipation Notes.

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

Moody's Investors Service – Rating Fee	\$ 37,500.00
P.O. Box 102597	
Atlanta, GA 30368-0597	

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

Thank you.

  
Robert Darienzo  
Director of Finance

RD/rd  
Word/Documents/debt issuance expenses 2020 II

WHEREAS, Robert Darienzo, Director of Finance, by memorandum dated October 9, 2020, recommended that the following banks and financial institutions be designated as Town depositories:

Bank of New York  
Capital One Bank N.A.  
Chase Bank (JP Morgan)  
Depository Trust Company (Cede & Co., as nominee)  
Deutsche Bank  
Dime Community Bank  
Empire National Bank  
First National Bank of Long Island  
Flushing Bank  
Gold Coast Bank  
HSBC Bank USA  
Sterling National Bank  
TD Bank

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the abovementioned banks and financial institutions are hereby designated as Town depositories in which the Supervisor, Town Clerk and Receiver of Taxes of this Town shall deposit all monies coming into their hands by virtue of their offices; and be it further

RESOLVED, That the Town Supervisor shall authorize certain Town officers to use wire procedures to transfer funds to place deduction of deferred compensation from employee payroll by Federal Funds with the corresponding bank; and be it further

RESOLVED, That the abovementioned banks and financial institutions are hereby authorized and directed to honor checks or drafts for the payment of monies drawn against accounts in the name of the Town of Oyster Bay when bearing the original or facsimile signatures of the Supervisor and the Comptroller; and be it further

RESOLVED, That the Receiver of Taxes is hereby authorized and directed to deposit all monies coming into his hands into interest bearing accounts in such of the above named banks and financial institutions as shall provide the Town with the most favorable interest rates, which shall be obtained from informal bids received under temporary borrowing procedures; and be it further

RESOLVED, That the Supervisor shall authorize certain Town Officers to use wire procedures to direct the transfer of Town funds between banks and from one account to another account within the same bank; and be it further

RESOLVED, That upon notice to the Supervisor, Town Comptroller and Receiver of Taxes, certain employees are hereby authorized to approve the release of securities from Collateral Agreements of the combined Supervisor and Receiver of Taxes account; and be it further

RESOLVED, That the Supervisor is hereby authorized to enter into transfer, collateral and repurchase agreements that may be required by the various banks and financial institutions.

#

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

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

Town of Oyster Bay  
Inter-Departmental Memo


October 9, 2020


To: Memorandum Docket  
From: Robert Darienzo, Director of Finance  
Subject: Town Investment Policy

---

Periodically, the Town reviews and updates its investment policy. This update was made so that we could properly list all of the banks that are currently eligible to receive deposits from the Town. The full list is found in section VII, "Designation of Depositories."

Thank you.

  
Robert Darienzo  
Director of Finance



RD/rd  
Word/Documents/Docket/investment policy 2020



INVESTMENT POLICY  
FOR THE TOWN OF OYSTER BAY

I. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on the Town's own behalf or on behalf of any other entity or individual whose money or resources are within the Town's control.

II. OBJECTIVES

The primary objectives of the local government's investment activities are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield)...

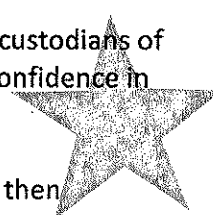
III. DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the Supervisor who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall: include an adequate internal control structure to provide a satisfactory level of accountability based on a database or records incorporating description and amounts of investments, transaction dates, and other relevant information, and, regulate the activities of subordinate employees.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Oyster Bay to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of investments, not speculation, considering the safety of the principal as well as the probable income to be derived.



All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the Town of Oyster Bay to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

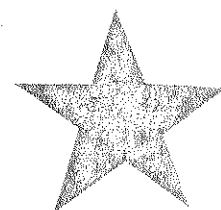
It is the policy of the Town of Oyster Bay for all moneys collected by any officer or employee of the government to be appropriately deposited in accounts bearing the name of the Town of Oyster Bay when practicable or within the time period specified in law, whichever is shorter.

The Town Comptroller is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition; and, to insure that transactions are executed in accordance with management's authorization, are recorded properly, and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized for the deposit of moneys are:

- Bank of New York
- Capital One Bank N.A.
- Chase Bank (JP Morgan)
- Depository Trust Company (Cede & Co., as nominee)
- Deutsche Bank
- Dime Community Bank
- Empire National Bank
- First National Bank of Long Island
- Flushing Bank
- Gold Coast Bank
- Hanover Bank
- HSBC Bank USA
- Sterling National Bank
- TD Bank



VIII. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, Section 10, all deposits of the Town of Oyster Bay, including certificates of deposit and special time deposits, in

excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with an aggregate amount of deposits in any/or any combination of the following:

(i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.

(ii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market value of the obligation that represents the amount of the insurance or guaranty.

(iii) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such state or obligations of any public benefit corporation which under a specific state statute may be accepted as security for deposit of public moneys.

(iv) Zero coupon obligations of the United States government marketed as "Treasury Strips".

2. An "eligible letter of credit," payable to the Town of Oyster Bay as security for the payment of 140 percent of the aggregate amount of deposits and the agreed-upon interest, if any. An "eligible letter of credit" shall be an irrevocable letter of credit issued in favor of the Town of Oyster Bay, for a term not to exceed 90 days, by a qualified bank (other than the bank where the secured money is deposited). A qualified bank is either one whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization, or one that is in compliance with applicable federal minimum risk-based capital requirements.

3. An "irrevocable letter of credit" issued in favor of the Town of Oyster Bay by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

#### IX. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by the trust department of the depository or a third party bank or trust company subject to security and custodial agreements.

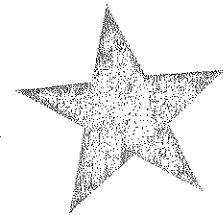
The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Oyster Bay or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

#### X. PERMITTED INVESTMENTS

The Town of Oyster Bay authorizes the Supervisor to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in investments authorized by General Municipal Law, Section 11:

Special time deposit accounts;  
Certificates of Deposit;  
Obligations of the United States of America  
Obligations guaranteed by agencies of the United States of America  
where the payment of principal and interest are guaranteed by the  
United States of America;  
Obligations of the State of New York;  
Obligations issued pursuant to LPL 24.00 or 25.00 (with approval of the  
State Comptroller) by any municipality, school district or district  
corporation other than the Town of Oyster Bay;  
Obligations of public authorities, public housing authorities, urban  
renewal agencies and industrial development agencies where the  
general State's statutes governing such entities or whose specific  
enabling legislation authorizes such investments.



Demand/savings deposit accounts placed through a depository institution that has a main office or a branch office in this state and that contractually agrees to place funds in federally insured depository institutions through the demand option of the Insured Cash Sweep service, or ICS.

Certificates of Participation (COPS) issued pursuant to GMT 109-b.  
Obligations of this local government, but only with any moneys in a reserve fund established pursuant to GMT 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m or 6-n.

All investment obligations shall be payable or redeemable at the option of the Town of Oyster Bay within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Oyster Bay within two years of the date of purchase.

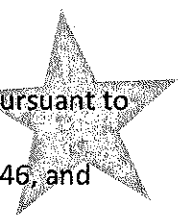
#### XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Town of Oyster Bay shall maintain a list of financial institutions and dealers approved for investment purposes, and hereby establishes a limitation of fifty per cent (50%) of total deposits as the maximum amount that can be invested with any such financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidation Report of Condition (Call Report) at the request of the Town of Oyster Bay. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers. The Comptroller is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

#### XII. PURCHASE OF INVESTMENT

The Supervisor is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller - Opinion No. 88-46, and the specific program has been authorized by the governing board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.



All purchased obligations, unless registered or inscribed in the name of the Town, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Oyster Bay by the bank or trust company. Any obligations held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

### **XIII. REPURCHASE AGREEMENTS**

Repurchase Agreements are authorized subject to the following restrictions:

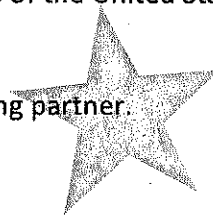
All repurchase agreements must be entered into subject to a Master Repurchase Agreement.

Trading partners are limited to banks or trust companies authorized to do business in New York State and primary dealers.

Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.

No substitution of securities will be allowed.

The custodian shall be a party other than the trading partner.



WHEREAS, Section 57.25 of the New York State Arts and Cultural Affairs Law, and Part 185 of Title 8 of the New York Code of Rules and Regulations, requires that official Town records be retained for certain prescribed periods of time, after which they may be lawfully disposed of pursuant to the prescribed guidelines set forth in "Records Retention and Disposition Schedule MU-1," published by the New York State Education Department and;

WHEREAS, the State Archives has revised and consolidated its local government retention and disposition schedules, issuing a single, comprehensive retention schedule for all types of local governments; which new schedule "Retention and Disposition Schedule for New York Local Government Records", or "LGS-1," will supersede and replace the MU-1 Schedule; and

WHEREAS, Richard LaMarca, Town Clerk, and Raymond J. Aversa, Deputy Town Clerk, by memorandum dated October 9, 2020, requested and recommended that the Town Board adopt the new Retention and Disposition Schedule for New York Local Government Records or LGS-1 effective January 1, 2021, to supersede and replace the Records Retention and Disposition Schedule MU-1,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted, and that the Town Board hereby adopts the new schedule Retention and Disposition Schedule for New York Local Government Records or LGS-1, issued pursuant to Article 57-A of the New York State Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein, effective January 1, 2021.

-#-

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

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

Reviewed By  
Office of Town Attorney  
*Elizabeth A. Faughnan*

**TOWN OF OYSTER BAY**  
**Inter-Office Memorandum**

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Clerk  
**DATE** : October 9, 2020  
**SUBJECT** : Adoption of Records Retention and Disposition Schedule LGS-1

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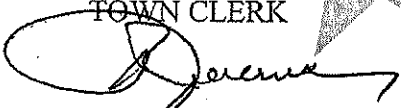
In accordance with the provisions of Section 57.25 of the New York Arts and Cultural Affairs Law, and Part 185 of Title 8 of the New York Code of Rules and Regulations, official Town records must be retained for certain prescribed periods of time, after which they may be lawfully disposed of. The Town of Oyster Bay currently follows the prescribed guidelines set forth in "Records Retention and Disposition Schedule MU-1", published by the State Education Department, which guidelines are applicable to Town governments. There are other records retention and disposition schedules for other municipalities.

The State Archives has revised and consolidated its local government retention and disposition schedules, issuing a single, comprehensive retention schedule for all types of local governments. The new schedule, "Retention and Disposition Schedule for New York Local Government Records" or "LGS-1", will supersede and replace the MU-1 Schedule, currently used by the Town of Oyster Bay and other town governments, as well as all other retention schedules currently used by other local governments. By consolidating multiple, disparate retention schedules, the LGS-1 will help to ensure consistent retention and disposition guidance for records that are common to various local governments.

All local governments must adopt LGS-1 prior to utilizing it, even if they already adopted and have been using the MU-1 Schedule. Government boards of local governments have until December 31, 2020 - at which time all existing records retention and dispositions schedules for local governments expire - to adopt the LGS-1 Schedule by resolution. In this regard, local government records may not be legally destroyed after December 31, 2020 unless the LGS-1 is formally adopted.

Accordingly, it is respectfully requested that the Town Board adopt the new schedule, "Retention and Disposition Schedule for New York Local Government Record" or "LGS-1", which will supersede and replace the MU-1 Schedule, currently used by the Town of Oyster Bay.

RICHARD LAMARCA  
TOWN CLERK

  
Raymond J. Avena  
Deputy Town Clerk

RJA:rja



WHEREAS, John M. Tabone, on behalf of Woodbury Oaks Home Owners Association, Inc., has requested to donate \$1,320.00 for custom street signs, to be installed at the intersections of Cedar Street and Jericho Turnpike, Cedar Street and Wendy Road, and Joyce Court and Woodbury Road, Syosset, including mounting brackets and installation hardware; and

WHEREAS, John Bishop, Deputy Commissioner, Department of Highways, by memorandum dated October 8, 2020, advised that the Sign Bureau, will remove the existing signs at the intersections of Cedar Street and Jericho Turnpike, Cedar Street and Wendy Road, and Joyce Court and Wendy Road in Syosset, New York and install the new decorative signage which complies with New York State Department of Transportation guidelines for size and reflectivity; and


WHEREAS, Deputy Commissioner Bishop, by said memorandum, advised that the Woodbury Oaks Home Association is responsible to provide replacement signs and all materials, including; but not limited to, brackets and hardware, to maintain the Custom Signs for the future and recommended that the Town accept said donation on those terms,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,320.00 from Woodbury Oaks Home Owners Association, Inc., to purchase the custom street signs, including mounting brackets and installation hardware, to be installed at the intersections set forth above.

-#-

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

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

Reviewed By  
Office of Town Attorney  


## TOWN OF OYSTER BAY

## Inter-Departmental Memo

October 8, 2020

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** DONATION OF CORNER MARKER CUSTOM STREET SIGNS

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The Deputy Commissioner of the Highway Department has received a request to approve the donation in the amount of \$1,320 for the Custom Street Signs including mounting brackets and installation hardware from Woodbury Oaks Home Owners Association.

The Town Highway Department, Sign Bureau will remove the existing signs at the intersection of Cedar St and Jericho Turnpike, Cedar St and Wendy Road, Joyce Ct and Wendy Road in Syosset and install the new decorative street signage which complies with New York State Department of Transportation guidelines for size and reflectivity.

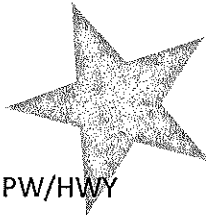
Woodbury Oaks Home Association is responsible to provide replacement signs and all materials (brackets, hardware, etc.) to maintain the Custom Signs for the future.

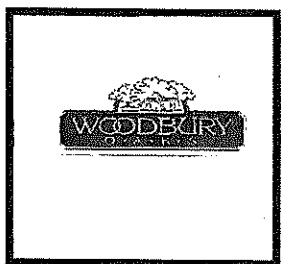
Therefore, it is hereby requested that the Town Board approve the above donation to the Town of Oyster Bay.

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER OF HIGHWAYS

JPB/ig  
Attachments

Cc: Thomas Sabellico, Special Counsel  
Steve Kelly, Sign Bureau Supervisor  
Richard Lenz, P.E., Commissioner of DPW/HWY





September 21, 2020

**VIA E-MAIL**

Mr. Joseph T. Bishop  
Deputy Commissioner  
Town of Oyster Bay, Highway Department  
150 Miller Place  
Syosset, NY 11791

=====

**STRICTLY CONFIDENTIAL  
OPEN ADDRESSEE ONLY**

=====

Re: **Woodbury Oaks Home Owners Association, Inc. ("WOHOA") – Custom Street Signs**

Dear Mr. Bishop,

I hope this message finds you safe and healthy during this unprecedented time. During the Fall of 2018 you and I communicated in regard to the repaving of Cedar Street north of Route 25 to the Hidden Ridge terminus. Danny Haas was instrumental in getting it done.

I am writing in connection with your communication with Drew Oringer, a friend and neighbor at WOHOA with respect to new street signs for our community. Pursuant to your letter and processing request, please note the following:

- WOHOA requests permission to donate new decorative street signs, including mounting brackets and installation hardware to the Town of Oyster Bay ("TOB") to be installed where the current street signs are affixed.
- The cost of the signs, hardware and any related costs are herewith donated to TOB.
- We hereby request the Town Highway Department, Sign Bureau, to remove the existing signs and install the new decorative street signage.

If you have any questions, feel free to contact Drew Oringer or me. Thank you in advance for your assistance and cooperation.

Sincerely,

/s/ John M. Tabone

Woodbury Oaks Home Owners Association, Inc.

Copy: Drew Oringer

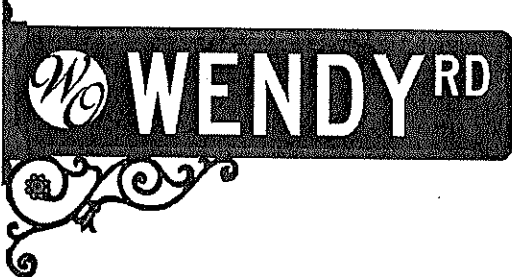
**Woodbury Oaks Home Owners Association, Inc.  
Post Office Box 1231  
Syosset, New York 11791  
woodburyoakshoa@gmail.com**

WOODBURY OAKS

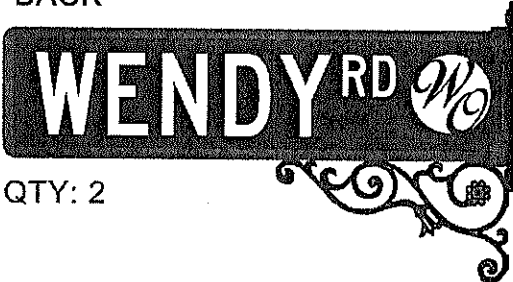


QTY: 1

FRONT

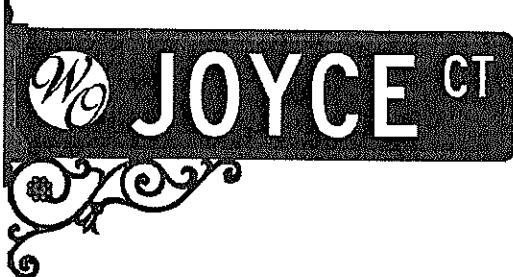


BACK

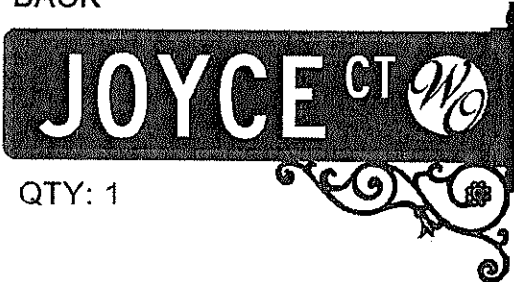


QTY: 2

FRONT



BACK



QTY: 1

SPECIFICATIONS

PRODUCT: STREET BLADES  
SIZE: 36" X 9"  
MATERIAL: .080" ALUMINUM  
MOUNTING: CT-9B3 CLASSIC BELLFLOWER  
FINISH/COLOR: BROWN REFLECTIVE BACKGROUND  
WHITE REFLECTIVE COPY  
QUANTITY: 4

APPROVED

- ☐ AS IS  
☐ AS CORRECTED  
☐ REVISE & RESUBMIT

AUTHORIZED SIGNATURE

DATE

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 17th day of November, 2020, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of RAVINDER SINGH, lessee, for a Special Use Permit to allow for construction and operation of a gasoline service station and retail food mart and related site Improvements at premises located in a Light Industrial ("LI") zone, at 297 Robbins Lane, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 161, Lots 33 and 37, on the Land and Tax Map of Nassau County; and be it further


RESOLVED, That if meeting restrictions imposed by New York State Executive Order remain in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on oysterbaytown.com; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in newspapers of general circulation within the Town of Oyster Bay.

-#-

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  


PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, November 17, 2020, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from RAVINDER SINGH, lessee, for a Special Use Permit to allow for construction and operation of a gasoline service station and retail food mart and related site Improvements at premises located in a Light Industrial ("LI") zone, at 297 Robbins Lane, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 161, Lots 33 and 37, on the Land and Tax Map of Nassau County.

If meeting restrictions imposed by New York State Executive Order remain in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on oysterbaytown.com.

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.

Dated: October 27, 2020, Oyster Bay, New York.

Reviewed By  
Office of Town Attorney



#20

# Town of Oyster Bay Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET

**FROM** : OFFICE OF THE TOWN ATTORNEY

**DATE** : October 15, 2020

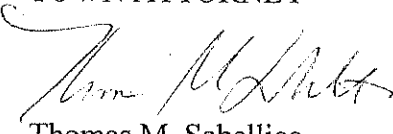
**SUBJECT:** Ravinder Singh  
Special Use Permit  
Premises: 297 Robbins Lane, Syosset, New York  
Section 15, Block 161, Lots 33 and 37

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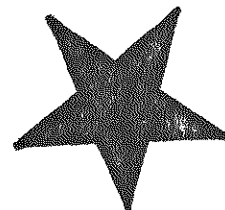
It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on November 17, 2020, in connection with the above referenced matter.

Kindly place this matter on the docket so that the attached Resolution pertaining to this matter can be heard at the October 27, 2020 Town Board meeting.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Thomas M. Sabellico  
Special Counsel

TMS:nb  
Enclosure  
2020-7488



WHEREAS, the Town Board of the Town of Oyster Bay has met at the time and place specified in the Notice of Hearing with respect to the Preliminary Budget of the Town of Oyster Bay, as heretofore approved by the Town Board on October 6, 2020, pursuant to Resolution No. 537-2020, filed in accordance with the law, in the Office of the Town Clerk of the Town of Oyster Bay, at the Town Hall, Oyster Bay, New York; and

WHEREAS, all persons who wished to be heard were given an opportunity to be heard; and

WHEREAS, this Town Board, after hearing and evaluating the proposals and recommendations made with respect to said budget, has finalized the annual budget for 2021, for the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That this Town Board does hereby adopt the budget for the Town of Oyster Bay, specifically for Town funds, and special districts, for the fiscal year commencing on the first day of January, 2021; and be it further

RESOLVED, That a copy of said annual budget for 2021 be annexed hereto, and that such budget estimate as adopted be entered in detail in the minutes for the proceedings of the Town Board of the Town of Oyster Bay; and be it further

RESOLVED, That the Supervisor is hereby authorized and directed to file a certified copy of said budget, with the Nassau County Legislature, pursuant to Chapter 12 of the Code of the Town of Oyster Bay;

SUMMARY OF ITEMS FOR TOWN FUNDS AND SPECIAL DISTRICTS

General Fund (Full Town)	\$ 134,588,714
General Fund (Part Town)	\$ 14,013,144
Highway Fund	\$ 52,543,918
Drainage District Fund	\$ 2,430,320
Fire Protection Fund	\$ 8,452,650
Lighting District Fund	\$ 3,885,105
Park Districts Fund	\$ 47,711,217
Garbage Districts Fund	\$ 65,933,271
Public Parking Fund	\$ 9,981,522
Water Districts Fund	\$ 230,000
Solid Waste Disposal District Fund	\$ 26,231,276

This summary, plus supporting information and data, shall be available for public inspection within thirty (30) days after enactment, during normal business hours, at the Office of the Town Clerk, in Oyster Bay, New York. Whenever feasible, the Town Clerk shall make additional copies of the Town Budget, and the subject summary, to provide additional places where citizens can inspect said documents; and be it further



RESOLVED, That the Town Clerk is hereby authorized and directed to give public notice, by advertising in the Massapequa Observer, Mid Island Times, Bethpage Newsgram, Oyster Bay Guardian and Newsday, that the Town Board duly adopted the Annual Budget for 2021, for the Town of Oyster Bay, on October 27, 2020, and that a summary of said budget, plus all supporting data, is available for inspection, in the Office of the Town Clerk, Oyster Bay, New York, commencing November 12, 2020.

-#-

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

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

WHEREAS, the Town Board of the Town of Oyster Bay has met at the time and place specified in the Notice of Hearing with respect to the budget estimates for all special improvement districts within the Town, as heretofore approved by the Town Board on October 6, 2020, pursuant to Resolution No. 537-2020, filed in accordance with the law, in the Office of the Town Clerk of the Town of Oyster Bay, at Town Hall, Oyster Bay, New York; and

WHEREAS, all persons who wished to be heard were given an opportunity to be heard; and

WHEREAS, this Town Board, after hearing and evaluating the proposals and recommendations made with respect to the budgets for the various special improvement districts within the Town of Oyster Bay, has finalized the annual budgets for 2021 for the various special improvement districts,

NOW, THEREFORE, BE IT RESOLVED, That this Town Board does hereby adopt the budget for the various commissioner run special improvement districts within the Town of Oyster Bay, for the fiscal year commencing on the first day of January, 2021; and be it further

RESOLVED, That a copy of said annual budget for 2021 be annexed hereto, and that such budget estimate as adopted be entered in detail in the minutes for the proceedings of the Town Board of the Town of Oyster Bay; and be it further

RESOLVED, That the Supervisor is hereby authorized and directed to file a certified copy of said budget, with the Nassau County Legislature, pursuant to Chapter 12 of the Code of the Town of Oyster Bay;

#### SUMMARY OF ITEMS FOR SPECIAL IMPROVEMENT DISTRICTS

Sewer Districts Fund	\$ 3,737,636
Water Districts Fund	\$ 32,498,013
Fire Districts Fund	\$ 38,968,174
Library Districts Fund	\$ 812,746
Garbage Districts Fund	\$ 1,900,705
Park Districts Fund	\$ 750,000

This summary, plus supporting information and data, shall be available for public inspection within thirty (30) days after enactment, during normal business hours, at the Office of the Town Clerk, in Oyster Bay, New York. Whenever feasible, the Town Clerk shall make additional copies of the Town Budget, and the subject summary, to provide additional places where citizens can inspect said documents; and be it further

RESOLVED, That the Town Clerk is hereby authorized and directed to give public notice, by advertising in the Massapequa Observer, Mid Island Times, Bethpage Newsgam, Oyster Bay Guardian and Newsday, that the Town Board duly adopted the Annual Budget for 2021, for the Town of Oyster Bay, on October 27, 2020, and that a summary of said budget, plus all supporting data, is available for inspection, in the Office of the Town Clerk, Oyster Bay, New York, commencing November 12, 2020.

-#-

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

*Fel Hall*  
Reviewed By  
Office of Town Attorney

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated October 21, 2020, have advised that the Town received a request from Elecnor Hawkeye, LLC, ("Elecnor Hawkeye") 100 Marcus Boulevard, Hauppauge, NY 11788, to utilize a portion of the parking lot of Stehli Beach, Bayville, for a storage and staging area for their construction materials for the performance of Elecnor Hawkeye's contract with PSE&G which contract with PSE&G relates to overhead circuit improvement work so to increase the reliability and durability of the overhead power lines to the surrounding area; and

WHEREAS, the Office of the Town Attorney by said memorandum, further advised that the Department of Parks was consulted with respect to Elecnor Hawkeye's request and has been advised that Elecnor Hawkeye's request can be accommodated; and

WHEREAS, the Office of the Town Attorney, by said memorandum has requested that the Town Board authorize the Supervisor or his designee to execute a Licensing Agreement in order to accommodate Elecnor Hawkeye's request to utilize a portion of the parking lot of Stehli Beach, Bayville, for the contracted period of November 1, 2020 to March 31, 2021, with Elecnor Hawkeye agreeing to pay the Town Seven Thousand Five Hundred dollars (\$7,500.00) per month for the use of the licensed portion of the parking lot at Stehli Beach, Bayville, and Elecnor Hawkeye has submitted its responses to the Exiger questionnaire and the Inspector General has reviewed and is satisfied with Hawkeye's disclosure questionnaire,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Supervisor or his designee is hereby authorized to execute a Licensing Agreement with Elecnor Hawkeye in order to accommodate Elecnor Hawkeye's request to utilize a portion of the parking lot at Stehli Beach for the period of November 1, 2020 to March 31, 2021.

- # -

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

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

12

## Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: October 21, 2020

SUBJECT: Authorization to Enter into a Licensing Agreement  
with Elecnor Hawkeye, LLC.

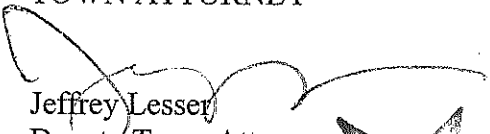
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This Office was forwarded a request from Elecnor Hawkeye, LLC, 100 Marcus Boulevard, Hauppauge, NY 11788, ("Elecnor Hawkeye") to utilize a portion of the parking lot of Stehli Beach, for a storage and staging area for their construction materials for the performance of Elecnor Hawkeye's contract with PSE&G. The contract with PSE&G is for the benefit of Town residents, as the work of Elecnor Hawkeye is for overhead circuit improvement work so to increase the reliability and durability of the overhead power lines to the surrounding area.

This Office inquired of the Department of Parks in order to determine whether the Town could satisfy the request. This Office has been advised by the Department of Parks that the Town could accommodate Elecnor Hawkeye's request. As such, this Office has prepared the annexed Licensing Agreement. By this agreement, Elecnor Hawkeye will be permitted to utilize a portion of the parking lot at Stehli Beach for a storage and staging area for their construction materials for the period of November 1, 2020 through March 31, 2021. The area involved is demarcated within the hexagonal area of Exhibit "A", which is made part of the Agreement. Elecnor Hawkeye will compensate the Town Seven Thousand Five Hundred Dollars (\$7,500.00) per month for its use of the designated portion of the parking lot, agrees to hold the Town harmless for any damages and to maintain adequate insurance coverage to cover any loss or damage arising out of Elecnor Hawkeye's use of the licensed premises. The Agreement further provides that Elecnor Hawkeye may only perform its activities on weekdays, from 6:30 a.m. to 6:00 p.m. Authorization is requested for the Supervisor or his designee to execute the proposed Licensing Agreement. Elecnor Hawkeye has submitted its responses to the Exiger questionnaire and the Inspector General has reviewed and is satisfied with Elecnor Hawkeye's disclosure questionnaire.

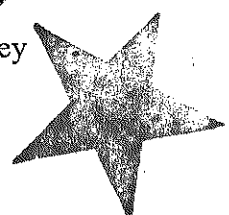
Kindly suspend the rules and place this matter on the October 27, 2020 Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Jeffrey Lesser  
Deputy Town Attorney

JAL:jal  
Attachment  
2020-7825

S:\Attorney\RESOS 2020\MD & RESO\Licensing Hawkeye Stehli.JAL.docx



## AGREEMENT

DATED: \_\_\_\_\_, 2020

**PARTIES:** **TOWN OF OYSTER BAY**, as Licensor, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "Town", and

**ELECNOR HAWKEYE LLC**, as Licensee, having its principal place of business at 100 Marcus Boulevard, Hauppauge, NY 11788, hereinafter referred to as "HAWKEYE".

**PREMISES:** Stehli Beach, located in Bayville, New York, and more specifically, a portion of the parking lot located as depicted within the trapezoidal area in Exhibit "A" attached hereto ("Licensed Premises").

### WITNESSETH:

WHEREAS, Licensee has requested permission to occupy and possess a portion of the a parking lot at Stehli Beach contained within the trapezoidal area depicted in Exhibit "A", pursuant to a license for the storage of equipment and materials in connection with work to be performed in furtherance of HAWKEYE'S contract with PSE&G; and

WHEREAS, the use of said Licensed Premises by Licensee would inure to the benefit of the Town and its residents, as the work is to increase the reliability and durability of the overhead power lines to the surrounding area; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. HAWKEYE shall have use of the Licensed Premises located at Stehli Beach, allocated to it in this AGREEMENT for no other purpose than the use and storage of equipment to be used by HAWKEYE in fulfillment of its contract for overhead circuit improvement work with

PSE&G for the surrounding area, and at all times, the Licensee shall further limit its use and occupancy of the Licensed Premises to those uses and activities as are permitted by law. The area demarcated as the Licensed Premises is depicted in Exhibit "A" which is made part of this Agreement.

2. **Equipment:** The extent of equipment to be used at the premises is up to fifteen bucket trucks; three pole trailers; two dumpsters; two containers; and up to fifteen wooden poles.

3. **Term and Hours of Operation:** The term of the license ("Term") herein shall be for a period of five (5) months from and including the commencement date of November 1, 2020 through and including March 31, 2021 subject to the terms and conditions set forth herein. Permissible hours of Hawkeye's activities shall be limited to Monday through Friday, from 6:30 a.m. to 6:00 p.m., with no operations on weekends and no operations on weekday evenings/nights from 6:00 p.m. to 6:30 a.m.

4. **License Fee:**

(a) The license Fee (hereinafter "Fee") shall be computed on the following basis. A Fee shall be payable by Licensee to the Town monthly, in advance, and in any event, within the first ten (10) days of any calendar month. The Fee shall be in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) per month, each month during the license Term.

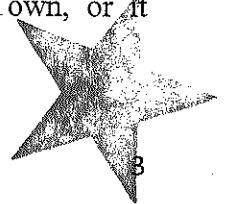
(b) Licensee shall in no event be entitled to any abatement of or reduction in Fee or right of offset of any kind and description except as herein expressly provided. The Town shall receive all Fees as provided free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. Licensee shall at all times keep the Licensed Premises free and clear of any encumbrances, liens, mechanic's liens, public improvement liens, and any other matters, in regard

specifically to its use by the Licensee of the premises, that may affect the quality and marketability of title to the Licensed Premises.

5. **Licensed Terminable upon Written Notice by Town:** This License Agreement is terminable at will by the Town or by the Licensee upon thirty (30) days' prior written notice to the other party. The Term shall expire and the obligations of the Town under this License Agreement shall terminate on the date set forth in any such notice. On the date set forth in such notice for termination of this License Agreement, the Licensee shall cease and surrender its use of the Licensed Premises in the condition required as if the Term had expired on such date and otherwise in accordance with this License Agreement

6. **Condition of Licensed Premises at End of Term:** Upon the expiration of Term or the date of cancellation of the License, as the case may be, the Licensed Premises shall be returned to the Town free and clear of any waste and debris, and free and clear of all of Licensee's personal property, and in good and sanitary condition and free and clear of all liens and encumbrances; and upon the written request of the Town at any time prior to or after the Term or expiration of the License herein, the Licensee shall, at its own cost and expense, restore and rehabilitate said land and appurtenances thereon to its original condition, all to the reasonable satisfaction of the Town.

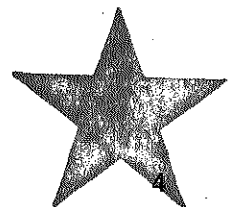
7. **Acceptance of Licensed Premises/Waivers by Licensee:** The Licensee waives any and all claims for compensation from the Town for any and all loss and damage sustained by reason of any defect, deficiency, or impairment of the Licensed Premises, the condition of which the Licensee has accepted and assumed. Licensee has accepted the Licensed Premises "as is" with all faults and conditions and without relying upon any representations of the Town, or its representatives.



8. **Modification/Assignment:** This Agreement may not be modified except by writing, duly executed by the parties. Oral modifications are ineffective to bind the Town. Licensee may not assign, or otherwise transfer, all or any part of its interest in this agreement or in the Premises without the prior written consent of the Town, which may be withheld for any reason or no reason without any liability to the Town. Licensee may not sub-license the Licensed Premises without the written permission of the Town which permission may be withheld for any or no reason without any liability to the Town. The permission of the Town granting the use of said Licensed Premises is made only to the Licensee, and may not, without the express written consent of the Town, be transferred or assigned to any other firm or person.

9. **Insurance:** The Licensee shall obtain insurance coverage in regard to the Licensee's use of the Licensed Premises pursuant to this License and provide Certificates of Insurance with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00 and \$2,000,000 in the aggregate and shall name the Town as an additional named insured. A copy of relevant endorsements are to be provided to the Town.

10. **Indemnification of the Town by the Licensee/Assumption of Risk:** The Licensee agrees that the Town shall be free from all liabilities and claims for damages and/or suits for and by reason of any injury or loss to any person or property of any kind whatsoever on or arising out of the Licensee's use of the Licensed Premises from any cause or causes whatsoever from the date of Licensee's occupancy of the Premises. Licensee covenants and agrees to indemnify and save harmless the Town from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or pertaining to the Licensee's use of the Licensed Premises during the Term.

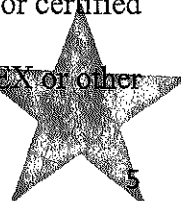




11. **Further Provisions on Use of Premises and Compliance with Law:** Licensee shall not interfere with Town functions or cause a public nuisance, other unreasonable disturbances, excessive noise or noxious odors. Licensee shall take good care of the Licensed Premises and maintain same in a reasonably clean, sanitary and safe condition. Licensee shall promptly comply and cooperate with any and all requests that may be reasonably necessary or prudent in order for the Town to comply with law. Licensee agrees to comply with all applicable federal, state and local regulations and all rules, regulations and ordinances of the Town, and shall promptly correct and/or cure any and all violations imposed by any governmental agency with respect to the Licensee's use of the Licensed Premises. Under no circumstances shall the Licensed Premises be used for any unlawful, illegal or immoral purpose whatsoever.

12. **Termination of License for Default:** If either (i) Licensee fails to pay the Fee or any other sums due the Town or any other cost for which it is responsible hereunder within ten (10) days of written demand; or (ii) if there is any other breach of any other term, covenant and/or condition of this License Agreement by the Licensee, the Town may terminate this License Agreement (resulting in an expiration of the Term and the License granted herein) upon only five (5) days' written notice. This termination provision is in addition to the right of the Town to terminate the License under paragraph 5 hereof and any and all other rights the Town may have under the law. In addition, the Town retains and reserves any and all rights and remedies with respect to this License Agreement and the Licensed Premises.

13. **Notices:** All notices, demands and requests given or required to be given by, pursuant to, or relating to, this License Agreement shall be in writing. All notices shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, with return requested, postage prepaid, or by United States Express mail or FEDEX or other



comparable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others):

If to the Town:

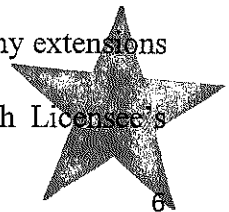
THE TOWN OF OYSTER BAY  
Town Hall  
54 Audrey Avenue  
Oyster Bay, New York 11771  
Attention: Town Attorney

If to Licensee:

ELECNOR HAWKEYE LLC  
100 Marcus Boulevard  
Hauppauge, NY 11788  
Attention: Matthew Braunwart, Chief Operating Officer

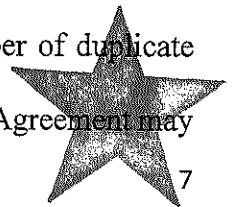
A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or two Business Days after mailing; or in the case of overnight courier service, on the Business Day after the same was sent.

**14. Environmental Covenant and Indemnity:** During Licensee's occupation and possession of the Licensed Premises, it shall keep the Licensed Premises free from the introduction and release of Hazardous Materials. During the Term and thereafter, the Licensee hereby indemnifies and holds the Town harmless from and against the presence of any and all Hazardous Substances entering or released upon the Licensed Premises as of the commencement date of this License Agreement, by the Licensee and its agents, invitees, guests, representatives or anyone entering the Licensed Premises (whether or not on Licensee's behalf) (and during any extensions or holdovers thereof), including without limitation, from and in connection with Licensee's



vehicles and/or equipment or operations. The term "Hazardous Materials" as used in this License Agreement shall include, without limitations, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance, the use of which is restricted, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation. The Licensee hereby indemnifies the Town and agrees to hold the Town harmless from and against any and every kind whatsoever (including reasonable attorneys' fees) paid, incurred, or suffered by or asserted against the Town at any time for, with respect to, or as a direct result of (i) the introduction during the Term on or under the Premises of Hazardous Materials or (ii) the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises, or into or upon any affected land, or any related or nearby or affected atmosphere, or any affected watercourse, body of water, or wetland at any time during Licensee's occupancy, use, or possession of the Licensed Premises, of any Hazardous Materials or (ii) Licensee's non-compliance with respect to any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating to, or imposing liability or standards of conduct concerning any Hazardous Materials. The Licensee fully understands that this paragraph is a material inducement to the Town making this License Agreement. The obligations and liabilities of Licensee under this paragraph shall survive the expiration of the Term and termination of this License Agreement.

15. **Entire Agreement/Counterparts/Electronic Signatures:** It is understood and agreed that this License Agreement embodies the entire understanding of the parties with regard to the Licensed Premises, and may not be extended or modified except in writing, and subscribed by both parties hereto. This License Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be original. This License Agreement may



be executed in any number of counterparts; each of which counterpart shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. The License Agreement may also be signed and delivered utilizing electronic signatures sent via electronic mail in "pdf" format. Such electronic signatures shall be binding upon the signatory.

16. **Access:** Nothing in this agreement shall restrict the Town's access to Stehli Beach and/or to Licensed Premises and the Licensee shall maintain all areas of Stehli Beach outside the aforementioned hexagonal area unencumbered and free of debris.

17. **Captions:** The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this License Agreement.

18. **Consent to Jurisdiction:** Licensee hereby irrevocably consents to the jurisdiction of the State of New York and to the Supreme Court of the State of New York, Nassau County, for the purpose of any suit, action or other proceeding arising out of or relating to this License Agreement or the subject matter hereof.

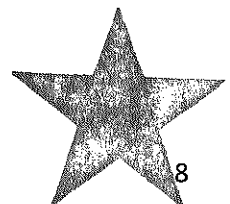
19. **Applicable Law:** This License Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

20. **Ratification:** This Agreement is subject to Town Board ratification.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

TOWN OF OYSTER BAY

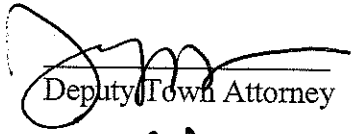
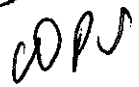
\_\_\_\_\_  
By:  
Title:

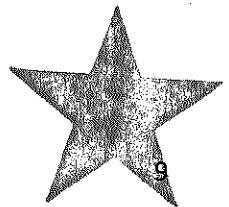


ELECNOR HAWKEYE LLC

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

REVIEWED:

  
Deputy Town Attorney  




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

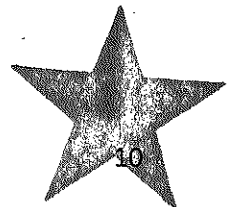
On this     day of                     , 2020, before me personally came and appeared  
  , to me known or proven to me on the basis of satisfactory evidence,  
who being by me duly sworn, did depose and say that s/he is the                     of the Town of Oyster Bay,  
the municipal corporation described in and which executed the foregoing instrument;.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF                     )  
  ) ss.:  
COUNTY OF                 )

On this     day of                     , 2020, before me personally came                     to  
me known or proven to me on the basis of satisfactory evidence, who being duly sworn, did depose  
and say that he/she is the                     of ELECNOR HAWKEYE LLC and has  
authority to sign on behalf of said organization described in and which executed the foregoing  
instrument, and that she/he signed her/his name thereto.

\_\_\_\_\_  
NOTARY PUBLIC

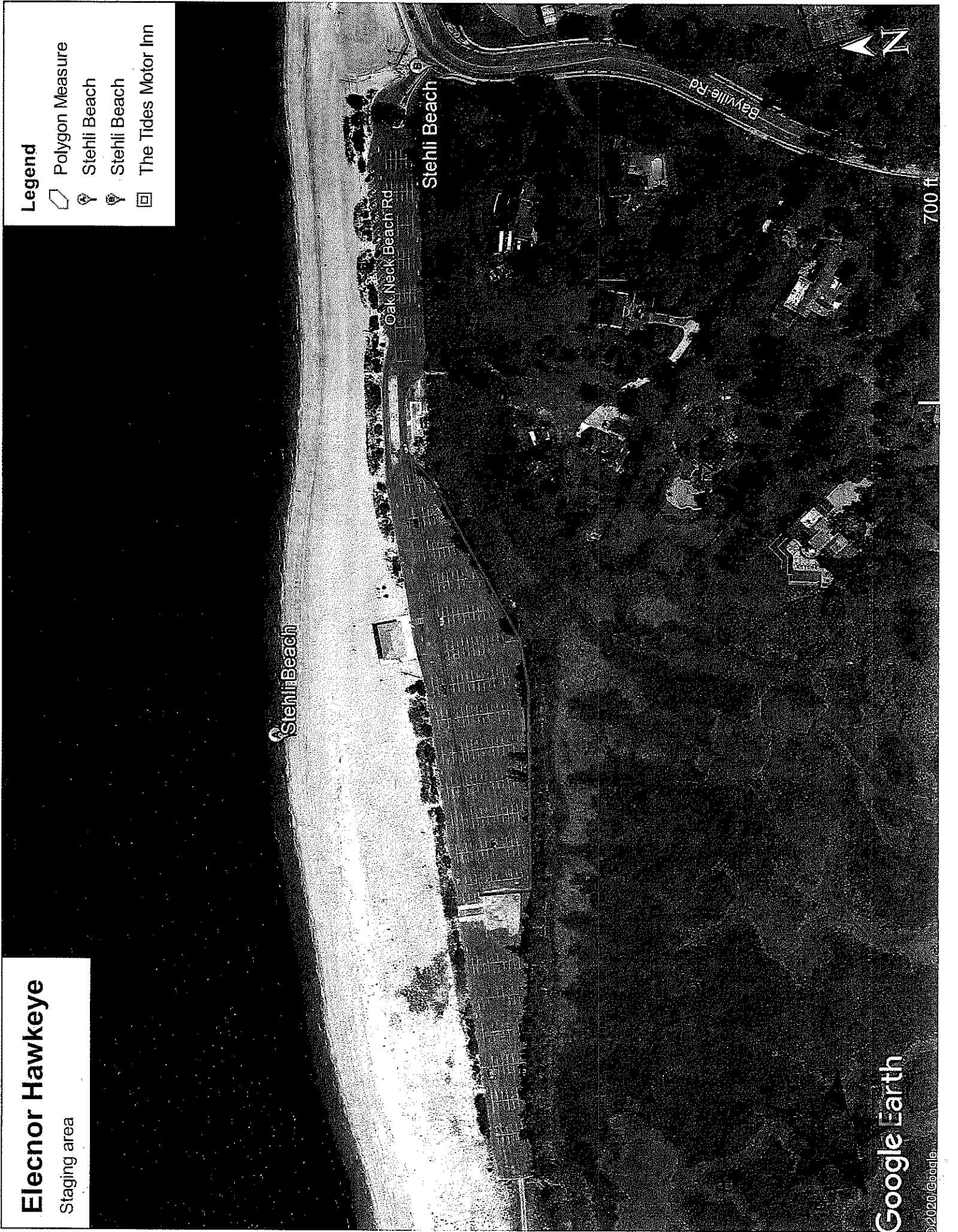


# Elecnor Hawkeye

Staging area

## Legend

- Polygon Measure
- Stehli Beach
- Stehli Beach
- The Tides Motor Inn



**Beth Antonelli**

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**From:** Jeffrey Lesser  
**Sent:** Thursday, October 22, 2020 1:34 PM  
**To:** Beth Antonelli  
**Subject:** FW: Elecnor Hawkeye Request to use Stehli Beach

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**From:** JOSEPH TRICARICO <jtricarico@elecnorhawkeyellc.com>  
**Sent:** Thursday, October 22, 2020 1:24 PM  
**To:** Jeffrey Lesser <jlesser@oysterbay-ny.gov>  
**Cc:** PATRICK KELLY <pkelly@elecnor.es>  
**Subject:** Elecnor Hawkeye Request to use Stehli Beach

Mr. Lesser,

Elecnor Hawkeye is formally requesting permission to utilize a portion of the Stehli Beach parking lot as a temporary staging area for construction in the immediate area. Elecnor Hawkeye crews will be performing work for PSEG Long Island to storm harden and strengthen the overhead electrical distribution within the Bayville, Center Island, and oyster bay area. As discussed we are looking to bring the following:

- 12-15 Bucket Trucks
- 3 poles trailers
- 2 Dumpster
- 2 Containers
- 10-15 wooden poles at any given time
- Work Hours M-F 7am-4Pm
- Duration November 2020 till April 2021

Please let me know if you need any more information.

Thank you,

**Joseph Tricarico, PMP**  
Project Manager



100 Marcus Blvd, Suite 1  
Hauppauge, NY 11788  
Email: [jtricarico@elecnorhawkeyellc.com](mailto:jtricarico@elecnorhawkeyellc.com)  
Cell: [REDACTED]  
Office: 631-447-3100 Ext. 253

