

Meeting of October 30, 2018

Resolution No. TF-18-2018

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

ITEM NO.	DEPT.	AMOUNT	FROM
091-18	DPW	\$50,000.00	DPW A 1640 41280 000 0000
			TO
		\$50,000.00	DPW A 1640 41240 000 0000
			FROM
		\$25,000.00	DPW A 1640 41280 000 0000
			TO
		\$25,000.00	DPW A 1640 41250 000 0000
			FROM
		\$3,000.00	DPW A 1640 41280 000 0000
			TO
		\$3,000.00	DPW A 1640 41600 000 0000
			FROM
092-18	DPW	\$300.00	DPW A 1490 47200 000 0000
			TO
		\$300.00	DPW A 1490 47900 000 0000
			FROM
093-18	HWY	\$2,500.00	HWY ST 5650 46300 000 0000
			TO
		\$2,500.00	HWY ST 5650 25000 000 0000
			FROM
		\$2,500.00	HWY ST 5650 46300 000 0000
			TO
		\$2,500.00	HWY ST 5650 41600 000 0000

Reviewed By
Office of Town Attorney



Resolution No. TF-18-2018

FROM

094-18 DER \$1,600.00 DER A 3510 44900 000 0000

TO

 \$1,600.00 DER A 3510 41600 000 0000

FROM

095-18 DER \$235.00 DER A 3510 42200 000 0000

TO

 \$235.00 DER A 3510 46100 000 0000

FROM

 \$15,000.00 DER A 3510 42200 000 0000

TO

 \$15,000.00 DER A 3510 41600 000 0000

#

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

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

cc: Supervisor
 Town Attorney
 Comptroller
 Public Works
 Highway
 Environmental Resources

2A

TF-18

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

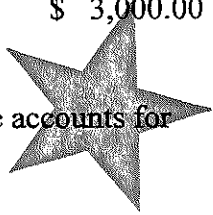
October 10, 2018


TO : MEMORANDUM DOCKET
FROM : RICHARD W. LENZ, P.E., COMMISSIONER OF DPW/HIGHWAY
SUBJECT : AMENDMENT TO THE 2018 OPERATING BUDGET

Kindly arrange to transfer funds for the C.V.M. Division as follows:

<u>ACCOUNT NO.</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM:</u>		
DPW A-1640-41280-000-0000	COMPRESSED NATURAL GAS (CNG)	\$ 78,000.00
<u>TO:</u>		
DPW A-1640-41240-000-0000	TIRE & TUBES	\$ 50,000.00
DPW A-1640-41250-000-0000	ENGINES & TRANSMISSIONS	\$ 25,000.00
DPW A-1640-41600-000-0000	MATERIAL & SUPPLIES	\$ 3,000.00

This transfer is necessary to provide sufficient funds in order to fund the above accounts for ongoing break downs of equipment.




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

RWL/MC/sb

C: Town Attorney – Original and 7 copies
Michael Cipriano, Division Head/CVM
Robert Tassone, Storekeeper

2B

TF-18

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

October 12, 2018

TO: MEMORANDUM DOCKET

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


SUBJECT: AMENDMENT TO THE 2018 OPERATING BUDGET

Kindly arrange to transfer funds for the Administration Division as indicated below:

<u>ACCOUNT #</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM:</u>		
DPW A 1490 47200 000 0000`	TRAVEL EXPENSE	\$300.00
<u>TO:</u>		
DPW A 1490 47900 000 0000	OTHER EXPENSES	\$300.00

This transfer is necessary to satisfy costs for employee training activities.

Thank you for your immediate attention to this matter.


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

RWL/jb
cc: Town Attorney 7 copies

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TOWN OF OYSTER BAY
Inter-Departmental Memo

TF-18

October 29, 2018

TO: Memorandum Docket
FROM: Neil O. Bergin, Commissioner/ Department of Environmental Resources
SUBJECT: Transfer of Funds

The Department of Environmental Resources requests the Town Board approval to transfer the following funds:

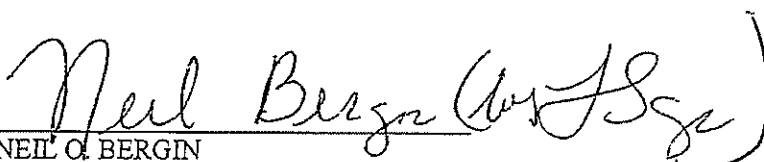
From:

DER A 3510 42200 000 0000 Animal Shelter Light Power & Water \$15,235.00

To:

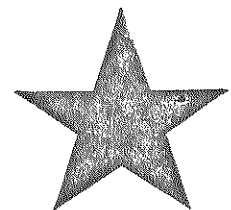
DER A 3510 46100 000 0000 Animal Shelter Equipment Maintenance \$235.00
DER A 3510 41600 000 0000 Animal Shelter Materials & Supplies \$15,000.00

This transfer is necessary for the completion of the repairs to the washing machine at the animal shelter as well as purchase additional supplies for the remainder of the year..


NEIL O. BERGIN
Commissioner of Environmental Resources

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

Docket Transfer of Funds Washing Machine Repairs and animal shelter supplies October 2018.doc



2A

TF-18

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

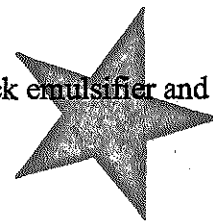
October 16, 2018

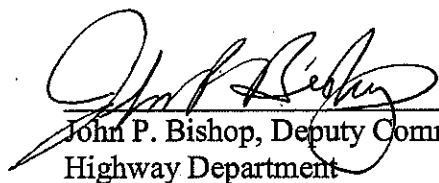
TO: MEMORANDUM DOCKET
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT
SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY ST 5650 46300 000 0000	BLDG, PROPERTY MAINT.	\$2,500.00
<u>To:</u> HWY ST 5650 25000 000 0000	GENERAL EQUIPMENT	\$2,500.00
<u>From:</u> HWY ST 5650 46300 000 0000	BLDG, PROPERTY MAINT.	\$2,500.00
<u>To:</u> HWY ST 5650 41600 000 0000	MATERIALS AND SUPPLIES	\$2,500.00

This transfer is necessary to provide funds to purchase asphalt and tack emulsifier and asphalt application tools.




John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

C: Town Attorney (7)
Comptroller's Office
Richard Lenz, P.E., Commissioner of DPW/Highway

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TOWN OF OYSTER BAY
Inter-Departmental Memo

October 22, 2018

TF-18

TO: Memorandum Docket
FROM: Neil O. Bergin, Commissioner, Department of Environmental Resources
SUBJECT: Transfer of Funds

The Department of Environmental Resources requests the Town Board approval to transfer the following funds:

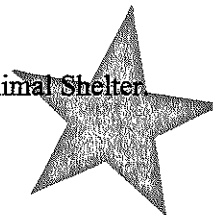
From:

DER A 3510 44900 000 0000 Animal Shelter Other Contracts \$1600.00

To:

DER A 3510 41600 000 0000 Animal Shelter Materials and Supplies \$1600.00

This transfer is necessary for the order of the medications for the Animal Shelter



Neil O. Bergin BY
NEIL O. BERGIN
NEIL O. BERGIN
Commissioner of Environmental Resources

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

WHEREAS, Maureen Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 4, 2017, requested that the Town Board authorize the Town to enter into a contract with the Nassau County Department of Human Services to receive grant funding for youth program services in an amount not to exceed \$65,000.00, and advised that pursuant to the terms of that grant, the Town will distribute \$1,346.00 of the \$65,000.00 to the Village of Bayville for its youth program, *nunc pro tunc* from January 1, 2018,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized to enter into a contract with the Nassau County Department of Human Services, and to execute any and all documents related to same, for youth program services, in an amount not to exceed \$65,000.00, with the Town to distribute \$1,346.00 of the \$65,000.00 grant funding to the Village of Bayville, *nunc pro tunc* from January 1, 2018, with funds for said program to be deposited in Account No. TWN A 0000 00410 000 0000 and paid to the Village of Bayville from Account No. CYS A 7020.47620 000 0000.

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY

Inter-Departmental Memo

October 4, 2018

To: Memorandum Docket

From: Maureen A. Fitzgerald, Commissioner
Department of Community & Youth Services

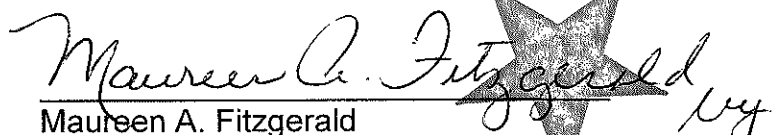
Subject: Contract for Youth Services Grant

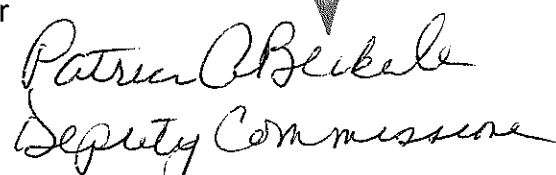
The Department of Community & Youth Services is requesting Town Board authorization to enter into an Agreement with the Nassau County Department of Human Services to receive grant funding for youth program services. The contract services would be for the period covering January 1, 2018 through December 31, 2018 in the amount of \$65,000.00. Last year, the Agreement was approved by Town Board Resolution No. 616-2017, dated October 3, 2017.

As was the case in previous years and according to the terms of the Agreement, the Town of Oyster Bay must distribute \$1,346.00 of the \$65,000.00 to the Incorporated Village of Bayville for reimbursement of their youth program. The Agreement with Nassau County will be sent to the Town Attorney's Office for approval as to form. Attached are a copy of the *Notice of Grant Award* and a copy of the *Agreement*.

Therefore, we respectfully request that the Town Board approve the contract, with the Nassau County Department of Human Services for Youth Program Services, nunc pro tunc, to January 1, 2018. Funds will be deposited in account no. TWN A 0000 00410 000 0000 and distributed to the Village of Bayville from account CYS A 7020.47620 000 0000.

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


Maureen A. Fitzgerald
Commissioner

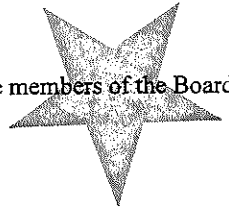

Patricia Beukela
Deputy Commissioner

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Maureen Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated September 14, 2017, has requested that the Town Board authorize the Town to enter into a contract with the Nassau County Department of Human Services to receive grant funding for youth program services in an amount not to exceed \$65,000.00, and as Nassau County has consolidated grant recipients for their program, the Town will distribute \$1,346.00 of the \$65,000.00 to the Village of Bayville, nunc pro tunc from January 1, 2017,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized to enter into a contract with the Nassau County Department of Human Services, and to execute any and all documents related to same, for youth program services, in an amount not to exceed \$65,000.00, with the Town to distribute \$1,346.00 of the \$65,000.00 to the Village of Bayville, nunc pro tunc from January 1, 2017, with funds for said program to be deposited in Account No. TWN A 0000 00410 000 0000 and paid to the Village of Bayville from Account No. CYS A 7020.47620 000 0000.

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

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

cc: Supervisor (2)
Town Attorney
Comptroller (2)
Community & Youth Services ✓



COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for Youth Services
60 Charles Lindbergh Boulevard
Uniondale, New York 11553-3691
516-227-7134
FAX: 516-227-7107

September 27, 2018

Iris Williams
Youth Board Coordinator
Town of Oyster Bay
977 Hicksville Road
Massapequa, NY, 11758

Dear Ms. Williams,

We are pleased to inform you that your agency has been awarded the sum of \$65,000.00 through the Nassau County Department of Human Services, Office of Youth Services contract for the funding period of January 1, 2018 through December 31, 2018.

This award is being made with the understanding that if there are reductions in state or county funding, the contract amount is subject to change.

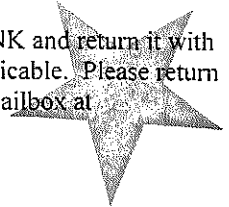
Please be advised the contract has been updated. Important changes to note are:

- Section 11(a) iv, and Section 13.
- The exclusion of section 3(i) iii shall not be interpreted to mean that the advance will not be recouped, but rather that it will be recouped during the middle six months, or at the discretion of the Department in a way that suits the needs of your agency best.
- Program specific requirements are now located in Appendix "A".

Any 2018 claim submitted MUST contain one (1) original and two (2) copies.

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTRACT HAS BEEN FULLY EXECUTED.

Attached are the contract, budget, forms, and instructions. Please sign and notarize the contract in BLUE INK and return it with the contract, current insurance certificates, and forms. We also need a copy of your current lease(s), if applicable. Please return the budget electronically to Al Raman at Alok.Raman@hhsnassaucountyny.us and to the Youth Services mailbox at OfficeYouthSvr@hhsnassaucountyny.us.



Thank you for your continued efforts to serve the youth of Nassau County.

Sincerely,

A handwritten signature in black ink, appearing to read "B Hall", is written over the word "Sincerely,".

Brian Hall
Fiscal Director, Department of Human Services

THIS AGREEMENT, dated as of January 1, 2018 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office"), and (ii) Town of Oyster Bay, a New York State not-for-profit corporation, having its principal office at 977 Hicksville Road, Massapequa, New York, 11758 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to retain the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

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

1. Term. This Agreement shall commence on January 1, 2018 and terminate on December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled Youth Employment and Development Project ("Program"), subject to the direction, approval and control of the Office. The Contractor will outreach and recruit youth who will participate in job readiness workshops, job counseling services and Job Placement services that will enhance their ability to find and obtain employment. The Program which is more fully described in Appendix A attached hereto and incorporated herein by reference shall be subject to the direction, approval and control of the Office.
3. Payment.
 - a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement (the "Maximum Amount") shall not exceed Sixty Five Thousand and 00/100 dollars (\$65,000.00), payable as follows:
 - (i) one third ($\frac{1}{3}$) of the amount above shall be paid in advance upon the final execution of this Agreement; and
 - (ii) subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.
 - b. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Maximum Amount is to be encumbered as follows:
 - i. initial encumbrance shall be Sixty Five Thousand and 00/100 dollars (\$65,000.00);

- ii. subsequent payments shall be on a reimbursement basis and solely in accordance with the budget attached hereto.
- c. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) is accompanied by specific documentation supporting the amount claimed including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.
- d. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.
- e. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed, or to be performed, under other agreements between the Contractor and any funding source, including the County.
- f. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized to be performed by this Agreement, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- g. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.
- h. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. Notwithstanding the foregoing and in accordance with State rules and regulations, the Contractor:
 - i. may make adjustments of not more than ten percent (10%) to any line item in the Budget provided that the Maximum Amount is not increased as a result of any change or combination thereof;
 - ii. may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), provided that the Maximum Amount is not increased as a result of any change or combination thereof.

- iii. may, with prior written approval of the Department Head request additional time to perform the services described in this Agreement. At the recommendation of the Department Head, the County may, in its sole discretion, extend the term of this Agreement for a period up to three (3) months following the last day of the term of this Agreement. Any extension permitted by the County shall be under the same terms and conditions of this Agreement. Any extension of this Agreement pursuant to this Section shall not include payments to the Contractor that will, together with other payments made to the Contractor, pursuant to this Agreement, exceed the maximum amount set forth above in Section 3(a).
 - i. Short Agreement Year. The Maximum Amount and, if applicable, the Budgets, are based upon a full three hundred sixty five (365) day calendar year. The Maximum Amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.
 - j. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.
4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract of the Contractor (a "Contractor Agent") be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County any obligation. As used in this Agreement the word "Person" mean any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of the County.
6. Compliance with Law.
- a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act (ADA) and The New York State Human Rights Law, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable order, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - ii. Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to it under applicable law.
 - iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and the Contractor shall provide the County any information necessary to maintain the certification's accuracy.
- c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the request prior to disclosure of the Information, so that the Contractor may take such action as it deems appropriate.
- d. Protection of Client Information. The Contractor shall, and shall cause Contractor's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.

The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connections with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection "Protection of Client Information" shall survive the termination of this Agreement.

7. Minimum Service Standards. Regardless of whether or required by Law:

- a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to engender or harm any Person or property.
- b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintain, and cause all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.
- c. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Office and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.
- d. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of older individuals in the area served by the Contractor.
- e. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.
- f. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Nassau County Department of Human Services, Office of Youth Services. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.

8. Indemnification; Defense; Cooperation.

- a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or Contractor Agent(s), regardless of whether due to negligence, fault or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting, the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions,

or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further, to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

- c. The Contractor shall, and shall cause Contractor Agent(s) to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agency in connection with this Agreement.
- d. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

- a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.
- b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take, or omit to take, any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required

coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his/her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or mediation without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance shall not constitute a waiver of such rights.

11. Termination.

- a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the Services to be provided under this Agreement; and (iv) the failure to electronically report in accordance with Section 7(f).

- b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance upon Termination. In connection with the termination of impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities, and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records.

- a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records,

documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the Federal Office of Management & Budget Circular A-11, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

- b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.
- c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars (\$500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

13. Inventory.

- a. Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County, and the Equipment shall not be disposed of without prior written approval of the County.
- b. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Office, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.
- c. Within thirty (30) days of the termination of this Agreement, the Contractor shall file final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

- d. The provisions of this Section shall survive the termination of this Agreement.
14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions or inactions preceded the Contractor's action or special proceeding against the County.
 - b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of the (a) final payment under or termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance with this Agreement, regardless of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and regardless of whether the County approved the use of such Contractor Agent(s).
16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with the Laws of New York State, without regard to the conflict of laws provisions thereof.
17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a national recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to the courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.
18. All Legal Provisions Deemed Included; Severability; Supremacy.

- a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
 - b. In the event any Agreement provision shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
 - d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.
21. Prohibited Hirings. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.
22. Executory Clause. Notwithstanding any other provision of this Agreement:
- a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
 - b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the New York State and/or Federal governments, then beyond funds available to the County from the New York State and/or Federal governments.

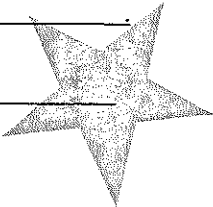
IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

By: _____
Name: _____
Title: _____
Date: _____

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Title: Chief Deputy County Executive
☐ Title: Deputy County Executive
Date: _____



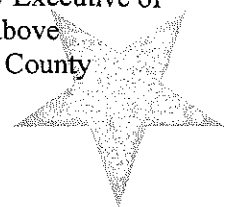
PLEASE EXECUTE IN BLUE INK

)ss.:
 COUNTY OF NASSAU)

NOTARY PUBLIC

ss.:
COUNTY OF NASSAU)

NOTARY PUBLIC



APPENDIX A

CONTRACTING AGENCY: Town of Oyster Bay

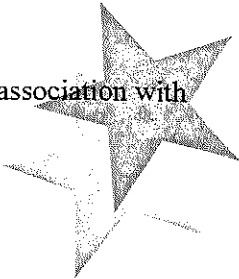
AUTHORIZED AGENCY PERSON: Iris Williams

ADDRESS: 977 Hicksville Road, Massapequa, New York, 11758

TERM OF CONTRACT: 01/01/18-12/31/18

CONTRACT AMOUNT: \$65,000

The Town of Oyster Bay will be providing youth recreation and development services in association with the Village of Bayville and Town of Oyster Bay youth service providers.



Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Office that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

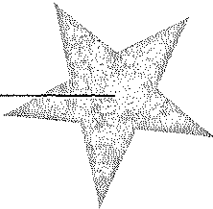
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer



Sworn to before me this
_____ day of _____, 201__.

Notary Public

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Office Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

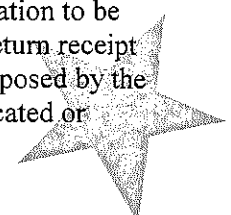
(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").



(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Office Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally

solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

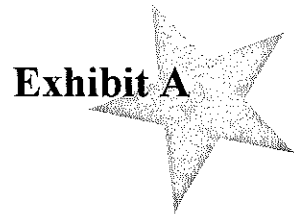
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring the Office head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.







COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

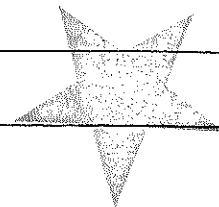
Vendor: _____

Dated: _____

Signed: _____

Print Name: _____

Title: _____



COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: _____

Address: _____

City, State and Zip Code: _____

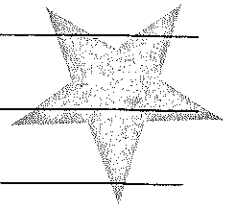
2. Entity's Vendor Identification Number: _____

3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture

_____ Ltd. Liability Co _____ Closely Held Corp _____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

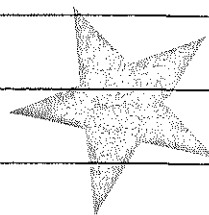
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.



6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):



(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

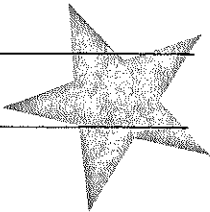
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

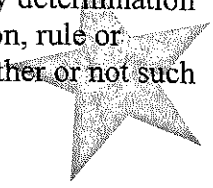
Dated: _____ Signed: _____

Print Name: _____

Title: _____



The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



WHEREAS, Resolution No. 845-2017, adopted by the Town Board on December 12, 2017, authorized the Supervisor to sign On-The-Job Agreements on behalf of the Department of Intergovernmental Affairs, Division of Employment and Training, for the period of January 1, 2017 through December 31, 2018; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated October 3, 2018, stated that new Agreements are necessary in order to maintain the objectives of the Division's Employment and Training Programs, and requested that the Town Board authorize the Supervisor, or his designated representative, to sign the On-The-Job Agreements for the period from January 1, 2019 through December 31, 2021, after review by the Town Attorney's Office;

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor, or his designated representative, is authorized to sign the On-The-Job Agreements throughout the 2019 calendar year, after review by the Town Attorney's Office.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

Q

679

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 3, 2018

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS


SUBJECT: ON THE JOB TRAINING CONTRACT AGREEMENT

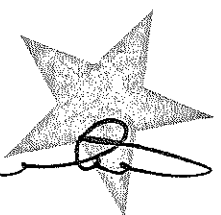
Town Board Resolution No. 845-2017 dated December 12, 2017 authorized the Supervisor to sign On-the-Job (OJT) Agreements on behalf of the Department of Intergovernmental Affairs, Division of Employment and Training for the period January 1, 2017 through December 31, 2018. In accordance with Federal guidelines, the Division is requesting authorization for the Supervisor to sign OJT Agreements for the period January 1, 2019 through December 31, 2021.

Each Agreement, as it is developed, will be forwarded to the Office of the Town Attorney for review prior to being signed by the Supervisor. These Agreements are necessary in order to maintain the objectives of the Division's Employment and Training Programs. This is a Workforce Innovation and Opportunity Act (WIOA) expense, therefore, at no cost to the Town.

It is, therefore, respectfully requested that the Town Board grant authorization for the Supervisor to sign OJT Agreements for the period covering January 1, 2019 through December 31, 2021.

Thank you for your attention to this matter.


Frank V. Sammartano
Commissioner



FVS:sd
cc: Town Attorney, 7 copies

Reviewed By
Office of Town Attorney

WHEREAS, Resolution No. 593-15, adopted by the Town Board on October 13, 2015, authorized the Supervisor to sign On-The-Job Agreements on behalf of the Department of Intergovernmental Affairs, Division of Employment and Training for the period of January 1, 2016 through December 31, 2017; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated November 30, 2017, requested that the Town Board authorize the Supervisor to sign the On-The-Job Agreements for the period from January 1, 2018 through December 31, 2018, after review by the Town Attorney's Office;

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor is authorized to sign the On-The-Job agreements throughout the 2018 calendar year, after review by the Town Attorney's Office.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Intergovernmental Affairs



Meeting of October 30, 2018

Resolution No. 680-2018

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 4, 2018, recommended that the Town Board authorize payment of a refund in the amount of \$135.00 to Mr. Faucet Services Co. Inc., for Building Permit Number R18003847, as the permit was issued in error and voided,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund to Mr. Faucet Services Co. Inc., in the amount of \$135.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PAD B 0001 02555 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

Reviewed By
Office of Town Attorney

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680

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

Date: October 4, 2018

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE
COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: RESIDENT REFUND – MR. FAUCET SERVICES CO., INC.

Pursuant to the Code of the Town of Oyster Bay, this department issued a Building Permit Number R18003847 in the amount of \$135.00. This permit was issued in error with the wrong address, 12 W Pickwick Drive, Syosset, New York, and therefore, the permit is being voided.

Therefore, in light of the aforementioned facts, a one hundred thirty-five dollar (\$135.00) refund for the building permit fee associated with Building Permit Number R18003847 should be refunded to Mr. Faucet Services Co., Inc., 201 Northwest Drive, Suite #1, Farmingdale, New York 11735 under account number PAD B 0001 02555 000 0000.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM:TRZ:ds

Cc: Town Attorney's office (w/7copies)



FILE COPY

Town of Oyster Bay
Department of Planning and Development
Town Hall – 74 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6200
FAX (516) 624-6240
www.oysterbaytown.com

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

August 17, 2018

Mr. Paul Muhs
Mr. Faucet Services Co., Inc.
201 Northwest Drive, Suite #1
Farmingdale, New York 11735

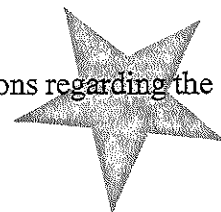
Re: Building Permit Number R18003847
Section 12, Block 499, Lot 1
12 W. Pickwick Drive, Syosset, New York 11791

Dear Mr. Muhs:

The Town of Oyster Bay issued the above Building Permit with the wrong address.

The Town is forwarding a claim form for your signature and social security number. Also, please forward a copy of your cancelled check (both front & back) in the amount of \$135.00.

Thank you for your attention to this request. If you have any questions regarding the above, please feel free to contact the undersigned at (516) 624-6267.

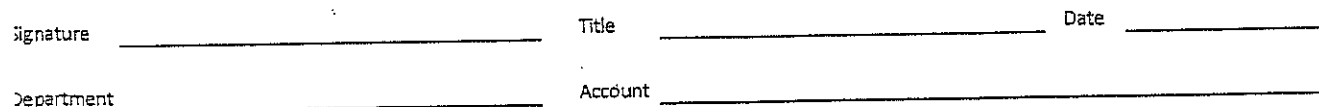


Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER

Timothy R. Zike
Timothy R. Zike
Deputy Commissioner

ELM:TRZ:ds
Attachment



TOWN OF OYSTER BAY

2 ITEMS OF 2

PERMIT RECEIPT

OPERATOR: rfiumara
COPY # : 1Sec:12 Twp:Oyster B Rng: Sub: Blk:499 Lot:1
SBL: 12-499-1DATE ISSUED.....: 08/08/2018
RECEIPT #.....: 03000002437
REFERENCE ID #: 18080190SITE ADDRESS: 12 W PICKWICK DR
SUBDIVISION:
CITY: SYOSSET
IMPACT AREA:OWNER: KUNG M YANG & JEFFERY
ADDRESS: 12 PICKWICK DR W
CITY/STATE/ZIP: SYOSSET NY, NY 11791RECEIVED FROM: RECEIPT INTERFACE
CONTRACTOR: MUHS, PAUL E. LIC # B1190TOB
COMPANY: MR. FAUCET SERVICES CO., INC.
ADDRESS: 201 NORTHWEST DR. SUITE 1
CITY/STATE/ZIP: FARMINGDALE, NY 11735
TELEPHONE: (516) 752-1000

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BOILER		1.00	100.00	0.00	100.00	0.00
B-CA	FIXTURES	1.00	35.00	0.00	35.00	0.00
TOTAL PERMIT :			135.00	0.00	135.00	0.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	135.00	12043
TOTAL RECEIPT :	135.00	



MR FAUCET MAIN ACCT 7239: Account Activity Transaction Details

Check number: 00000012043

Post date: 08/08/2018

Amount: -135.00

Type: Check

Description: Check

Merchant name: Check
12

Transaction category: Cash, Checks & Misc: Checks

MR. FAUCET SERVICE COMPANY, INC
DBA INSTALL GAS
OPERATING ACCOUNT
201 NORTHWEST DRIVE
FARMINGDALE, NY 11735-4920
DATE 8/7/18
12043
135.00
118
PAY TO THE ORDER OF TOWN OF Oyster Bay \$ 135.00
One Hundred Thirty Five ⁰⁰/₁₀₀ DOLLARS
Bank of America
ACH REF 021000022
FOR W-12089, 12 PITCHWICK RD
12089

Capital One, N.A. Richmond VA 065000090
46052UHY1700420180808000073127782
Capital One, N.A. Richmond VA 065000090
32557114V1700420180808000073127782
>065000090<
CAPITAL ONE, NA
RICHMOND, VA 064 22
Deposit 6824008764
PAY TO THE ORDER OF
CAPITAL ONE BANK
FOR DEPOSIT ONLY
TOWN OF OYSTER BAY
0624008764

Building Permit

R18003847

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



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

School District	Section/Block/Lot	Zone	Application No.	ZBA Number	ZBA Date	Receipt No.
Syosset	12-499-1	R1-7	18080190			03000002437

Permittee	MR. FAUCET SERVICES CO., INC. 201 NORTHWEST DR. SUITE 1 FARMINGDALE NY 11735 (516) 752-1000	Contractor	MR. FAUCET SERVICES CO., INC. 201 NORTHWEST DR. SUITE 1 FARMINGDALE, NY 11735 (516) 752-1000
Property Owner	KUNG M YANG & JEFFERY 12 PICKWICK DR W SYOSSET NY, NY 11791	Plumber	
		Electrician	

Address of Actual Construction

12 W PICKWICK DR SYOSSET, NY 11791		Tenant
Permission Granted for the	INSTALLATION OF	Estimated Cost of Construction \$0

Installation of one (1) gas fired boiler as per code.

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

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

Located On	Side Of	Feet	Of	Post Office
		0.00		SYOSSET
DESCRIPTION	FEE	PAID	BALANCE	
BURNER	100.00	100.00	0.00	
CA	35.00	35.00	0.00	
*** FEE TOTALS ***	135.00	135.00	0.00	
TOTAL PAID AFTER APPLICATION FEE APPLIED: \$135.00				
Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.		Changes regardless of size from the stamped approval plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.		

INSPECTIONS

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

BUILDING INSPECTIONS:

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

PLUMBING INSPECTIONS

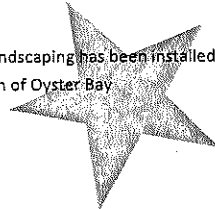
- *Underground plumbing - before backfilling.
- *Rough plumbing - before closed up and ready for test.
- *Final inspection when all fixtures are set.
- *Sewer connection - spur tie-in.
- *Sanitary systems. (Excavation/Construction).
- *Installation or replacement of burners. (oil, gas, electric).
- *All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

DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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



Date Issued:	08/08/2018	Work Must Start By:	2/8/19
CO must be issued by 08/09/2019 or permit will expire unless renewed prior to expiration.			
Permittee's copy of approved plans must be available at the site for all inspections			
Commissioner, Department of Planning and Development			

Meeting of October 30, 2018

Resolution No. 681-2018

Reviewed By
Office of Town Attorney
[Signature]

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing the External Audit Report-Town of Oyster Bay State Transportation Single Audit Report for the period ended December 31, 2017, in compliance with General Municipal Law, Article 3, requiring public verification of said report and filing with the State Comptroller, such ratification being nunc pro tunc from October 2, 2018.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

11

681

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMORANDUM

October 2, 2018

TO: Memorandum Docket
FROM: Carol Ann Strafford, Director of Legislative Affairs
THRU: Joseph Nocella, Town Attorney
SUBJECT: Town of Oyster Bay –
External Audit Report – New York State Department of
Transportation for the period ended December 31, 2017.

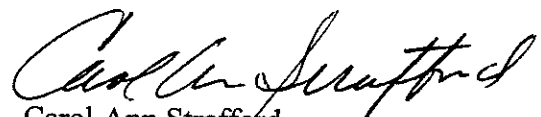
In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

The Comptroller's Office has indicated there are no findings that require written response.

A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the Report should be adopted by the Town Board at their next meeting, nunc pro tunc to October 2, 2018.

Joseph Nocella
Town Attorney



Carol Ann Strafford
Dir. of Legislative Affairs

JN:CAS:pc

Cc: Town Attorney (w/7 copies)

Reviewed By
Office of Town Attorney
[Signature]

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing the External Audit Report-Federal Single Audit Report for the period ended December 31, 2017, in compliance with General Municipal Law, Article 3, requiring public verification of said report and filing with the State Comptroller, such ratification being nunc pro tunc from October 2, 2018.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

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682

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMORANDUM

October 2, 2018

TO: Memorandum Docket

FROM: Carol Ann Strafford, Director of Legislative Affairs

THRU: Joseph Nocella, Town Attorney

**SUBJECT: Town of Oyster Bay –
External Audit Report – Federal Single Audit Report
for the period ended December 31, 2017.**

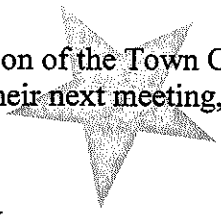
In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

The Comptroller's Office has indicated there are no findings that require written response.

A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the Report should be adopted by the Town Board at their next meeting, nunc pro tunc to October 2, 2018.

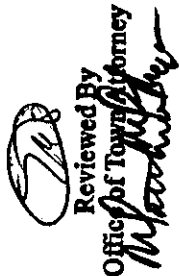
Joseph Nocella
Town Attorney



Carol Ann Strafford
Carol Ann Strafford
Dir. of Legislative Affairs

JN:CAS:pc

Cc: Town Attorney (w/7 copies)

Reviewed By
Office of Town Attorney


RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing the External Audit Report-Office of the Town Clerk for the period ended December 31, 2017, in compliance with General Municipal Law, Article 3, requiring public verification of said report and filing with the State Comptroller, such ratification being nunc pro tunc from October 2, 2018.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

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643

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMORANDUM

October 2, 2018

TO: Memorandum Docket

FROM: Carol Ann Strafford, Director of Legislative Affairs
THRU: Joseph Nocella, Town Attorney

SUBJECT: Town of Oyster Bay –
External Audit Report – Office of the Town Clerk
for the period ended December 31, 2017.

In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

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A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the Report should be adopted by the Town Board at their next meeting, nunc pro tunc to October 2, 2018.

Joseph Nocella
Town Attorney



Carol Ann Strafford
Dir. of Legislative Affairs

JN:CAS:pc

Cc: Town Attorney (w/7 copies)

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated October 4, 2018, advised that Nelson & Pope Engineers & Land Surveyor, PLLC, completed the engineering services it was authorized to perform pursuant to Resolution No. 854-2017, adopted December 12, 2017, in connection with the design of the highway and drainage improvements to the William Street area in Glen Head, Contract No. H17-165; and

WHEREAS, Commissioner Lenz advised that he had approved the plans and specifications submitted by Nelson & Pope Engineers & Land Surveyor, PLLC and recommended that the Division of Purchasing, Department of General Services proceed with setting a date for receiving bids for said Contract; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and that the Division of Purchasing, Department of General Services is hereby authorized and directed to contact the Division of Engineering and set a date for receiving bids for Contract No. H17-165.

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

7ms
Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

19

684

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 4, 2018

TO : MEMORANDUM DOCKET


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

SUBJECT : ACCEPTANCE OF DESIGN, REQUEST TO ENTER BID &
CONSTRUCTION PHASES
CONSTRUCTION OF HIGHWAY & DRAINAGE IMPROVEMENTS
TO THE WILLIAM STREET AREA
LOCATED IN GLEN HEAD
CONTRACT NO. H17-165

The office of Nelson & Pope Engineers & Land Surveyor, PLLC has been approved by Resolution No. 0854-2017 to provide engineering services for the preparation of the above-referenced contract.

The design has been completed, and the Commissioner of Public Works has approved the specifications and recommends that the Division of Engineering be authorized and directed to proceed with the bidding phase and construction phase for Contract No. H17-165.

It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract. They are requested to contact the Division of Engineering to establish a bid date.




RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/HAS/lk

Attachments

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, Administrative Division/DPW

H17-165 DOCKET Request to Bid William Street Area

CORRECTED COPY

Meeting of December 12, 2017

Resolution No. 854-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated November 27, 2017 and December 4, 2017, advised that on September 27, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC07-18; and

WHEREAS, in response to that Request for Proposals, fifteen (15) responses were timely received by the Department of Public Works, Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memoranda, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., to provide Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-18, for a two (2) year term commencing on January 1, 2018 through December 31, 2019

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-18 with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., in accordance with the provisions thereunder, for a two (2) year term, commencing on January 1, 2018 through and including December 31, 2019.

#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

WHEREAS, Richard W. Lenz, P.E. Commissioner, Department of Public Works/Highway, by memorandum dated October 3, 2018, advised that David Swift Architect, LLC, by letter dated September 20, 2018, stated that in the course of the reconstruction of the C.V.M. Building Roof at the Oyster Bay Golf Course, Contract No. DP15-132, actual measured quantities of materials differed from quantities of materials included in the original contract, resulting in a net decrease in the amount of the Contract of \$27,825.00, as set forth in Notification No. 1 Quantity Decrease as prepared by David Swift Architect LLC; and

WHEREAS, David Swift Architect, LLC, further stated in said letter that in the course of said project, additional repair and construction work were deemed necessary, which could not be identified when the contract documents were developed, resulting in a net increase in the amount of the Contract of \$24,295.15, as set forth in Change Order No. 1; and

WHEREAS, the net result of the quantity decrease as set forth in Notification No. 1 Quantity Decrease and the Contract amount increase as set forth in Change Order No. 1 is a net decrease in the amount of the Contract of \$3,529.85, thereby resulting in a credit to the Town in the amount of \$3,529.85; and

WHEREAS, the original contract amount of this Contract was \$570,020.00; and

WHEREAS, Commissioner Lenz requested that the Town Board authorize Notification No. 1 Quantity Decrease and Change Order No. 1, thereby resulting in a net decrease in the amount of Contract No. DP15-132 of \$3,529.85,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, Notification No. 1 Quantity Decrease in the amount of \$27,825.00, and Change Order No. 1 in the amount of \$24,295.15, are hereby accepted and approved, and be it further

RESOLVED That the Supervisor, or his designee, is hereby authorized to execute Change Order No. 1 with DME Construction Associates Inc., the general contractor, in the amount of \$24,295.15, to perform additional repair and construction work necessary to the C.V.M. Building Roof at the Oyster Bay Golf Course, and be it further

RESOLVED, That a credit in the amount of \$3,529.85 be issued to the Town under Contract No. DP15-132, and the contract amount under said contract be thereby amended and reduced to \$566,490.15.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Parks

7/12
Reviewed By
Office of Town Attorney

20

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

695

October 3, 2018

TO : MEMORANDUM DOCKET

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

SUBJECT: CHANGE ORDER NO.1 & QUANTITY DECREASE
OYSTER BAY GOLF COURSE C.V.M. ROOF RECONSTRUCTION
CONTRACT NO. DP15-132

Attached is a letter, with backup, from David Swift Architect, LLC, dated September 20, 2018 concerning a decrease in quantities with a total net decrease in the amount of \$27,825.00. Said quantity decrease is explained by the consultant in this correspondence and further described as per the attached tabulation.

Also attached is a letter from David Swift Architect, LLC dated September 20, 2018 concerning Change Order No. 1 for a total net increase in the amount of \$24,295.15. Change Order No.1 is due to additional repair and construction work that was deemed necessary during the course of work which could not be identified when developing the contract documents.

The contractor, DME Construction Associates, Inc. has submitted a price quote for the proposed work and the consultant, David Swift Architect, LLC reviewed the contractor's price quote and finds the price of \$24,295.15 to be fair and reasonable.

The net result of the Quantity Decrease and Change Order No.1 is a credit to the Town in the amount of \$3,529.85.

It is hereby requested that the Town Board authorize, by resolution, the above-described Change Order No. 1 and Quantity Decrease having a net result of a decrease in the amount of \$3,529.85 relative to the construction of Contract No. DP15-132.


RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/BK/ik

Attachments

c: Joseph Nocella, Town Attorney (w/ 7 copies)
Steven C. Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Kathy Stefanich, Administration/DPW

DP15-132 ChangeOrder1 & Quantity Decrease1



David Swift Architect, LLC

P.O. Box 725
Northport, NY 11768

Tel: 631-351-5700
e-mail: dswift1966@gmail.com

September 20, 2018

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

Attention: Brian Kunzig
Division of Engineering

Reference: Oyster Bay Golf Course - C.V.M. Building Roof Reconstruction
Town of Oyster Bay, NY
Contract No. DP15-132
General Contractor: DME Construction Associates, Inc.

Notification No. 1 and Change Order No. 1

Dear Commissioner Lenz:

During construction of this project, actual measured quantities differed from quantities included in the original contract. To reflect those changes we have prepared Notification No. 1 Quantity Increases and Decreases indicating a net decrease of \$27,825.00 for your consideration and Town Board Resolution.

Actual field conditions encountered required additional work or repairs not anticipated during the design of this contract.
The additional work was:

a) Reconstruction of the main chimney.

This work was necessary to correct defective masonry for an approximate height of two feet at the top of the chimney.

This unstable masonry was not visible during design and the work was not included on the bid documents.

b) Reconstruction of soffit framework

During demolition work, the soffit framework was exposed and found to be rotted and unstable.

This condition was not visible during design and the replacement work was not included in the bid documents.

c) Additional structural repair within east exterior wall at first floor

Additional deterioration was found behind wood paneling at the east exterior wall of the building. Water infiltration from the attic had traveled down the balloon-framed wall and rotted out the wood studs and sill of the exterior wall. This condition seriously affected

David Swift to Brian Kunzig
Oyster Bay Golf Course
C.V.M. Building Roof Reconstruction
Town of Oyster Bay, NY
Contract No. DP15-132
General Contractor: DME Construction Associates, Inc.
Notification No. 1 and Change Order No. 1

September 20, 2018

the structural integrity of the building and had to be rectified with new wood framing. This condition was not visible during design and the structural repair work was not included in the bid documents.

Items a, b and c, above, were concealed conditions, not visible during the design phase, that were exposed once demolition and construction work commenced.

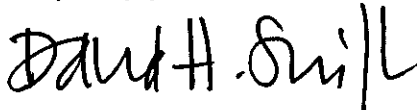
OCP insurance required by the contract was not provided by the contractor and was waived by the Town Attorney's Office as redundant.
The omission of insurance resulted in a credit amount.

These additional cost and credit amounts have been totaled and are submitted for your review as Change Order No. 1 for an increase of \$24,295.15

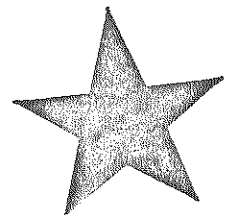
The original contract amount for this contract was \$570,020.00.
The revised contract amount, including Notification No. 1 and Change Order No. 1, recommended for approval is \$566,490.15.

Please do not hesitate to contact me if you have any questions or require additional information.

Very truly yours,



David Swift, RA, LEED AP-BD+C, Principal





David Swift Architect, LLC

P.O. Box 725
Northport, NY 11768

Tel: 631-351-5700
e-mail: dswift1966@gmail.com

Contract Number: DP15-32
QUANTITY INCREASES /DECREASES
NOTIFICATION NUMBER: 1
Dated: September 20, 2018

Contractor: DME Construction Associates, Inc.
Item No.: As Listed Below

Authorized Changes: QUANTITY INCREASES AND DECREASES

DECREASES

802	UNIT PRICE No. 1 PROVIDE NEW PLYWOOD ROOF SHEATHING	
	Decrease Estimated Quantity from 110 sheets to 5 sheets	
	Decrease in cost of 105 sheets @ Unit Price Bid of \$265.00 per sheet	\$27,825.00

Reason: The final quantity is based on the actual measured quantity under this contract.

TOTAL DECREASES

\$27,825.00

TOTAL NOTIFICATION No. 1 – DECREASE

(\$27,825.00)



David Swift Architect, LLC

P.O. Box 725
Northport, NY 11768

Tel: 631-351-5700

e-mail: dswift1966@gmail.com

Contract Number: DP15-32
QUANTITY INCREASES /DECREASES
NOTIFICATION NUMBER: 1
Dated: September 20 2018

Contractor: DME Construction Associates, Inc.
Item No.: As Listed Below

Authorized Changes: QUANTITY INCREASES AND DECREASES

PROJECT SUMMARY

Bid Amount	\$ 570,020.00
Notification No. 1 - Credit (TBR Pending)	\$ (27,825.00)
Authorized Change Order No.1 (TBR Pending)	\$ 24,295.15
Current Construction Cost	\$ 566,490.15

Recommended by: DAVID SWIFT ARCHITECT, LLC

Signed: David H. Swift

TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS
CENTRAL VEHICLE MAINTENANCE BUILDING
ROOF RESTORATION PROJECT
OYSTER BAY GOLF COURSE, WOODBURY, NY
CONTRACT NO. DP15-132

CHANGE ORDER NO. 1

To: DME Construction Associates, Inc.
126 Oldfield Road
Setauket, New York 11733

From: David Swift Architect, LLC
P.O. Box 725
Northport, New York 11768

Re: Central Vehicle Maintenance Building
Roof Reconstruction Project
Contract No. DP15-132

You are hereby directed to incorporate the following changes in your proposal to the Town of Oyster Bay covering the above-referenced contract:

ADD:

Item 1 - Reconstruction of Main Chimney

This work was necessary to replace existing deteriorated masonry for an approximate height of two feet at the top of the main chimney.

TOTAL COST \$6,867.00

ADD:

Item 2 - Reconstruction of Soffit Framework at North Side of Building

During demolition work at the roof project, the concealed soffit framework was exposed and found to be rotted and unstable. The soffit framing was reconstructed.

TOTAL COST \$8,479.00

ADD:

Item 3 - Additional Structural Repair at East Exterior Wall at First Floor.

This work was necessary to remove and replace rotted wood framing that was concealed in the east exterior wall at the first floor. The rotted wood was putting the structural integrity of the building at risk and needed to be replaced.

TOTAL COST \$9,649.15

DEDUCT:

Item 4 - OCP Insurance not provided by Contractor

The contractor did not provide OCP insurance and waived by the Town Attorney's Office as redundant. A credit is due.

TOTAL CREDIT \$ 700.00

The total cost for Change Order No. 1 is \$24,295.15

The above work is to be performed in accordance with the letter from David Swift Architect, LLC, dated August 20, 2018 and the memorandum of Richard W. Lenz, PE, Commissioner of Public Works, dated , at a total cost to the Town of Oyster Bay not to exceed twenty four thousand, two hundred ninety five dollars and fifteen cents

The above Change Order is hereby accepted by the Town of Oyster Bay.

Dated: _____

Joseph S. Saladino, Supervisor

Recommended by:

David Swift Architect, LLC

David Swift
Principal

The above Change Order is hereby accepted:

DME Construction Associates, Inc.

[Signature]
President

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 11, 2018, requested Town Board authorization for the Department of Community and Youth Services to sponsor the Town's Thirty-Fifth Annual Holiday Concert, to be presented on Monday, December 3, 2018 at 7:30 p.m., Tuesday, December 4, 2018 at 7:30 p.m., Wednesday, December 5, 2018 at 2:00 p.m. (matinee) and Wednesday, December 5, 2018 at 7:30 p.m., to be held at the Tilles Center, with the Town incurring the following costs for performers:

PERFORMER:	DESCRIPTION OF SERVICES:	AMOUNT:
NY Brass Choir, Inc. DBA Concert Pops of Long Island	Conductor and Manager for the Musicians of the Concert Pops of Long Island	\$50,017.40
NY Brass Choir, Inc. DBA Concert Pops of Long Island	Dean Karahalís, Personal Service	\$ 4,000.00
DD Management & Consulting, Inc.	Shae Apland, Baritone and Marissa Famiglietti, Soprano	\$ 10,000.00
1213 Deer Park Ave. Assoc. DBA June Claire Dance Centers, Inc.	JC Lynn Dancers	\$ 8,700.00
Orit Swickle	Amanda Swickle, Vocalist	\$400.00
David Katz	Cantor David Katz, Vocalist	\$1,750.00

WHEREAS, funds for these fees are available in Account No. CYS A 7020 47660 000 0000;

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are hereby accepted and approved, and the Department of Community and Youth Services is hereby authorized to conduct the Town's Thirty-Fifth Annual Holiday Concert, to be presented on Monday, December 3, 2018 at 7:30 p.m., Tuesday, December 4, 2018 at 7:30 p.m., Wednesday, December 5, 2018 at 2:00 p.m. (matinee) and Wednesday, December 5, 2018 at 7:30 p.m., to be held at the Tilles Center, and to employ the abovementioned musicians and artists, at a total cost not to exceed \$74,867.40; and be it further

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

RESOLVED, that the funds for said payment are to be drawn from Account No. CYS A 7020 47660 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

5

686

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

October 11, 2018

TO: Memorandum Docket

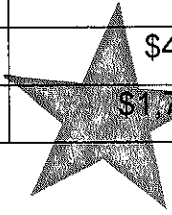
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services

SUBJECT: 2018 Annual Holiday Concert

The Department of Community and Youth Services is requesting Town Board authorization to sponsor the Town's 35th Annual Holiday Concert Series.

The concerts will be presented on the following dates and times: Monday, December 3, 2018 at 7:30 PM, Tuesday, December 4, 2018 at 7:30 PM, Wednesday, December 5, 2018 at 2:00 PM (matinee) and Wednesday, December 5, 2018 at 7:30 PM. These four performances will not exceed 2 1/2 hours each. The concerts are scheduled to be held at the Tilles Center, Long Island University's C.W. Post Campus, Brookville, New York. The Town will incur the following costs for the entertainment:


CHECK PAYABLE TO:	DESCRIPTION OF SERVICES:	AMOUNT:
NY Brass Choir, Inc. DBA Concert Pops of Long Island	Conductor and Manager, for the Musicians of the Concert Pops of Long Island	\$50,017.40
NY Brass Choir, Inc. DBA Concert Pops of Long Island	Dean Karahalís, Personal Service	\$ 4,000.00
DD MANAGEMENT & CONSULTING, INC.	Shae Apland, Baritone and Marissa Famiglietti, Soprano	\$10,000.00
1213 Deer Park Ave. Assoc. DBA June Claire Dance Centers, Inc.	JC Lynn Dancers	\$ 8,700.00
Orit Swickle	Amanda Swickle, Vocalist	\$400.00
David Katz	Cantor David Katz, Vocalist	\$1,750.00




The total cost of \$74,867.40 will be paid from this Department's Special Events Account CYS A 7020 47660 000 0000. Attached please find a sample contract.

In accordance with the Town Procurement Policy, these musicians and artists are exempt from the solicitation, written proposal or quotation requirements of the policy.

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


Maureen A. Fitzgerald
Commissioner



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

Reviewed By
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated October 27, 2017, requested Town Board authorization for the Department of Community and Youth Services to sponsor the Town's Thirty-Fourth Annual Holiday Concert, to be presented on Monday, December 4, 2017 at 7:30 p.m., Tuesday, December 5, 2017 at 7:30 p.m., Wednesday, December 6, 2016 at 2:00 p.m. (matinee) and Wednesday, December 6, 2017 at 7:30 p.m., to be held at the Tilles Center, with the Town incurring the following costs:

CHECK PAYABLE TO:	DESCRIPTION OF SERVICES:	AMOUNT:
NY Brass Choir, Inc. DBA Concert Pops of Long Island	Conductor and Manager for the Musicians of the Concert Pops of Long Island	\$50,017.40
NY Brass Choir, Inc. DBA Concert Pops of Long Island	Dean Karahalidis, Personal Service	\$ 4,000.00
DD Management & Consulting, Inc.	Shae Apland, Baritone and Marissa Famiglietti, Soprano	\$ 10,000.00
1213 Deer Park Ave. Assoc. DBA June Claire Dance Centers, Inc.	JC Lynn Dancers	\$ 7,700.00
Orit Swickle	Amanda Swickle, Vocalist	\$400.00

WHEREAS, funds for these fees are available in Account No. CYS A 7020 47660 000 0000;

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are hereby accepted and approved, and the Department of Community and Youth Services is hereby authorized to conduct the Town's Thirty-Fourth Annual Holiday Concert, to be presented on Monday, December 4, 2017 at 7:30 p.m., Tuesday, December 5, 2017 at 7:30 p.m., Wednesday, December 6, 2016 at 2:00 p.m. (matinee) and Wednesday, December 6, 2017 at 7:30 p.m., to be held at the Tilles Center, and to employ the abovementioned musicians and artists, at a total cost not to exceed \$72,117.40; and be it further

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

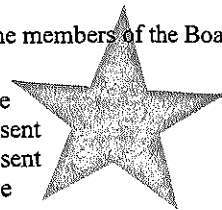
RESOLVED, that the funds for said payment are to be drawn from Account No. CYS A 7020 47660 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Community & Youth Services



CONTRACT

This Contract, made the _____ day of _____, 2018 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and NY Brass Choir, Inc., dba Concert Pops of Long Island, having its principal office c/o Dean Karahalidis, 83 Valley Avenue, Locust Valley, New York 11560 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

NY Brass Choir, Inc dba Concert Pops of Long Island

a. Type of performance: Annual Holiday Concert
Conductor and Orchestra

b. Contract Amount: \$50,017.40

c. Date, time and place of performance:

DATES: December 3, 2018 at 7:30 p.m. – 10:00 p.m.
December 4, 2018 at 7:30 p.m. – 10:00 p.m.
December 5, 2018 at 2:00 p.m. – 4:30 p.m.
December 5, 2018 at 7:30 p.m. – 10:00 p.m.

TIME: Not to Exceed 2 ½ hours each

PLACE: Tilles Center
Long Island University's C.W. Post Campus
Brookville, New York

ADDITIONS: Includes one rehearsal on:

Monday, December 3, 2018, from 3:00 p.m. – 5:30 p.m.

2. Performances to be as indicated above; time and dates to be determined by TOWN. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of Fifty thousand, seventeen dollars and forty cents. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any

participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.

5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.
6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.

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

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: NY Brass Choir, Inc., dba
Concert Pops of Long Island

NY BRASS CHOIR, INC. dba
CONCERT POPS OF LONG ISLAND

____→ _____
CONTRACTOR

____→ DATE: _____, 2018

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2018

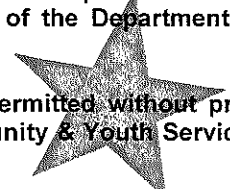


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

1. The scheduling of all performances shall be determined by the Commissioner of the Department of Community & Youth Services.
2. If the scheduled Performers are contracted through a separate agreement with CONTRACTOR, then CONTRACTOR is considered the Performer's Agent and expressly warrants that he/she is authorized by Performer to execute this contract on behalf of the Performer.
3. All "Riders" imposed on CONTRACTOR by the Performer shall be satisfied by CONTRACTOR without any additional cost to the TOWN.
4. Any cancellation by a Performer will be the responsibility of CONTRACTOR to replace with a performer of equal or better rating, approved by the Commissioner of the Department of Community and Youth Services and at no additional cost to TOWN.
5. A separate contract between CONTRACTOR and TOWN shall be executed for each performance agreed to by TOWN.
6. Payment for performances shall be made after satisfactory completion of paperwork in accordance with the procedures set forth by the TOWN Comptroller and approved by the Commissioner of the Department of Community & Youth Services.
7. All Performers must be available for public relations photographs (if applicable) 30 minutes prior to show time.
8. All performers must arrive at the performance location no later than one (1) hour prior to show time.
9. Rehearsal requirements must be identified at contract signing. The cost, if any, for facilities or sound technicians other than those approved for the day of the first performance will be the responsibility of CONTRACTOR.
10. CONTRACTOR shall be present on site at each performance provided by them.
11. If CONTRACTOR requires any services, other than those stipulated in this contract, the request must be made to the Commissioner of the Department of Community & Youth Services or the Program Coordinator.
12. No sale of any items by the CONTRACTOR shall be permitted without prior approval by the Commissioner of the Department of Community & Youth Services or her designee.



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 11, 2018, requested Town Board authorization to sign a License Agreement and a Letter of Self Insured for the Town's use of the Tilles Center, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 3, 2018, at 7:30 p.m., Tuesday, December 4, 2018, at 7:30 p.m., and Wednesday, December 5, 2018, at 2:00 p.m. and 7:30 p.m., including traffic control for the four (4) performances, provided by Old Brookville Police Department, for a total fee of \$39,020.74; and

WHEREAS, Commissioner Fitzgerald requested Town Board authorization to provide the fee and Letter for the Town's use of the Tilles Center and the services of the Old Brookville Police Department, so as to promote efficient movement and maximum safety of area pedestrians and motorists,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, is hereby authorized to sign a License Agreement and a Letter of Self Insured for the use of the Tilles Center, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 3, 2018, at 7:30 p.m., Tuesday, December 4, 2018, at 7:30 p.m., and Wednesday, December 5, 2018, at 2:00 p.m. and 7:30 p.m., said Agreement to provide that the Old Brookville Police Department will provide traffic control for the four (4) performances, for a total fee of \$39,020.74, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. CYS A 7020 47660 000 0000, Special Events.

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 11, 2018

TO: Memorandum Docket

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

SUBJECT: Licensing Agreement for Annual Holiday Concerts

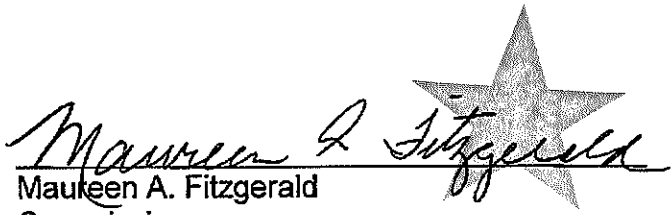
The Department of Community and Youth Services requests Town Board authorization to permit the Commissioner of the Department to sign a Licensing Agreement and Letter of Self Insured for the use of the Tilles Center for the Town's Annual Holiday Concert Series. In addition, the Department is requesting authorization to provide a fee to the Tilles Center for the services of the Old Brookville Police Department for their assistance during the Concerts.

The Licensing Agreement includes use of the space for a rehearsal and four (4) performances, use of the sound system and payment for the assistance of the Old Brookville Police Department for an amount not to exceed \$39,020.74. The Old Brookville Police Department will provide traffic control to promote the efficient movement and maximize the safety of area pedestrians and motorists.

The concerts will be held on Monday, December 3, 2018 at 7:30pm; Tuesday, December 4, 2018 at 7:30pm; and Wednesday, December 5, 2018 at 2:00pm and 7:30pm. Last year, the Agreement was approved by Town Board Resolution # 662-2017 dated October 17, 2017.

The Licensing Agreement and Letter of Self Insured are attached and have been approved as to form by the Office of the Town Attorney. The fees for the Licensing Agreement and the Old Brookville Police total \$39,020.74 and will be paid from account number CYS A 7020 47660 000 0000, *Special Events*.

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


Maureen A. Fitzgerald
Commissioner

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

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated September 28, 2017, requests Town Board authorization to sign a License Agreement and a Letter of Self Insured for the Town's use of the Tilles Center, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 4, 2017, at 7:30 p.m., Tuesday, December 5, 2017, at 7:30 p.m., and Wednesday, December 6, 2017 at 2:00 p.m. and 7:30 p.m., at a cost of \$31,312.74; and

WHEREAS, the Old Brookville Police Department will provide traffic control for the four (4) performances and the fee for this service is \$1,600.00 per performance for a total amount of \$6,400.00; and

WHEREAS, Commissioner Fitzgerald requests Town Board authorization to provide the fee for the Old Brookville Police Department so as to promote efficient movement and maximum safety of area pedestrians and motorists,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, is hereby authorized to sign a License Agreement and a Letter of Self Insured for the use of the Tilles Center, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 4, 2017, at 7:30 p.m., Tuesday, December 5, 2017, at 7:30 p.m., and Wednesday, December 6, 2015 at 2:00 p.m. and 7:30 p.m., at a total cost of \$37,712.74, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

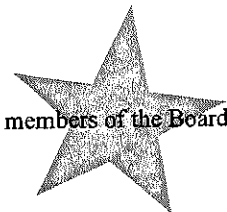
RESOLVED, That the funds for said payment are to be drawn from Account No. CYS A 7020 47660 000 0000, Special Events.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Community & Youth Services ✓



LICENSE AGREEMENT FOR TILLES CENTER FACILITIES

AGREEMENT made September 19, 2018, between LONG ISLAND UNIVERSITY, a New York educational corporation having an office at Long Island University Center, 700 Northern Boulevard, Greenvale, New York 11548 ("Licensor"), and

Town of Oyster Bay, Department of Community Services

A municipal government having an address at

977 Hicksville Road
Massapequa, New York 11758

Contact: Commissioner Maureen A. Fitzgerald
516-797-7909, mfitzgerald@oysterbay-ny.gov

("Licensee").

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Use of the Facility and Premises

Licensor grants to Licensee permission to use the auditorium, stage, dressing rooms, lobbies, and hallways of Tilles Center for the Performing Arts ("Facility") on Licensor's LIU Post campus in Greenvale, N.Y., ("Premises") upon the following occasion(s) ("Engagements") for the following purposes only:

Under "Purpose" below, the following definitions shall apply:

–"Rehearsal" shall mean use of the stage, dressing rooms, auditorium and technical support areas of the facility by performers and technical and administrative support staff only. No audience shall be permitted at any rehearsal.

–"Performance" shall mean use of the facility for an event to which an audience has been invited or to which tickets have been sold or distributed to the public. Each performance shall be assumed to start at the time(s) specified below and to conclude no more than three hours later.

–"Hours" shall refer to the period of time on the specified date during which the facility shall be open and available for use by Licensee.

Date	Hours	<u>Purpose</u>
Monday, Dec. 3, 2018	1pm-11pm	Rehearsal and Performance at 7:30pm by Oyster Bay Pops, Co-Sponsored by LIU
Tuesday, Dec. 4, 2018	3pm-11pm	Performance at 7:30pm (O.B. Pops)
Wednesday, Dec. 5, 2018	11 am-11pm	Performance at 2:00pm (O.B. Pops) Performance at 7:30pm (O.B. Pops)



2. Compensation and Fees

Licensee agrees to pay the Licensors for all expenses related to this event including, but not limited to, rental usage fees, stage supplies and equipment, handling fees, facility fees, and all labor charges for labor required or requested by the Licensee to prepare and operate Tilles Center for the Performing Arts for the purpose above described, including but not limited to house managers, event attendees, ticket takers, ticket sellers, ushers, police, fire and safety personnel, stage hands, electricians, sound technicians, wardrobe personnel, loaders, unloaders, traffic control, and custodians.

The Total Estimated Expenses, as established in Addendum 1: Quote for Services and Facility Use, is **Thirty-nine thousand, twenty dollars and seventy four cents (\$39,020.74)**. Upon the signing of this agreement, Licensee shall be deemed liable for the entire License Fee and Licensors shall be under no obligation to submit invoices or statements prior to receiving payment. Licensee shall pay to Licensors in cash or by certified check made payable to Long Island University and delivered to the Tilles Center attention Director of Facility Operations.

(a) A License Fee of **Thirty-nine thousand, twenty dollars and seventy four cents (\$39,020.74)** for all of the above engagements including the assistance of the Old Brookville Police.

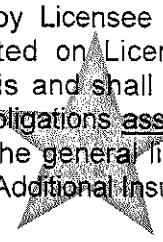
(b) Additional fees include as may be established by the Director of Tilles Center for the use of ancillary spaces, special equipment, or extra services in conjunction with the above engagements or for utilization of the facility at times or for purposes other than as listed above, and as authorized by the express written consent of the Director. Any such use shall be subject to all terms and conditions of this agreement.

(c) A "Facility Fee" surcharge of \$3.00 to be added to the ticket price at point of sale for each ticket sold for the event. This surcharge shall be remitted directly to Licensors and shall not be included in computing the Box Office Receipts payable to Licensee. Licensors may require payment of this surcharge by Licensee for all or a portion of tickets allotted for direct sale or distribution by Licensee.

(d) Licensee agrees to provide Licensors, without charge, five (5) pairs of tickets in the orchestra section to each performance above. Licensors agree to return these tickets to Licensee prior to the performance in the event that they will not be used.

3. Insurance Coverage

Licensee will, at least thirty (30) days before the initial period of use granted under this agreement, deposit with the Director of Facility Operations or their designate, a certificate of insurance evidencing general liability insurance with a carrier licensed to do business in New York State and rated not lower than A:9 of the current A.M. Best's Property Casualty Key Rating Guide, insuring both the Licensee and Long Island University, with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage combined, \$1,000,000 per occurrence for personal and advertising injury, and \$2,000,000 per location aggregate. Certificate will also evidence statutory NYS Workers Compensation and Employer's Liability Insurance affording the statutory limits/coverage under the Workers Compensation Laws of NYS, and property insurance covering all equipment and material (owned, borrowed or leased by Licensee or its employees) utilized in and/or related to Licensee's activity or performance conducted on Licensors' premises, with a \$500,000 limit. All policies shall be written on an "occurrence" basis and shall apply on a primary basis, irrespective of any other insurance whether collectible or not, for obligations assumed by Licensee for all periods of use covered under this contractual agreement. Further, the general liability policy shall be endorsed to name Long Island University and the Indemnified Parties as an "Additional Insured".



Licensee accepts that failure to provide adequate or proper certification of insurance specifically including Long Island University as an "additional named insured" on the general liability policy prior to the first engagement listed above shall immediately be deemed a breach of this agreement and that all engagements herein shall be subject to immediate cancellation.

The Town of Oyster Bay is a self-insured municipality. Accordingly, in satisfaction of the requirements for the insurance coverage, it forwards the Letter of self-Insurance attached hereto.

4. Services

Tilles Center shall provide the licensed space(s) with heat, air conditioning, house lights, customary janitorial services, normal stage equipment inventory such as lights, curtains, etc. depending on the requirement of the event(s). However, in the event that extra lights, other than the regular house and stage lights, or extra electrical power, additional sound equipment, janitorial services or any other service or equipment not normally supplied by the University, is required by the Licensee, the same shall be paid for by the Licensee at current rates then in effect. Licensee shall furnish Tilles Center with detailed event specifications no later than three (3) weeks prior to the beginning of the license period. Tilles Center cannot guarantee any request made after the aforementioned date.

5. Other Expenses and Charges

(a) Front-of-House staff, including House Manager, Ticket Takers, Ushers and others as deemed necessary by Licensor from one hour prior to the scheduled start of each such Performance until the conclusion of the event or for four hours, whichever shall be less.

(b) Traffic and parking control as deemed necessary by Licensor for each Performance, including any personnel required for valet parking services or reserved parking spaces and any overtime services required as a result of a performance ending more than three hours after its scheduled start.

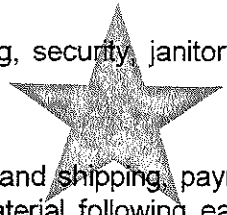
(c) Stagehands, loaders, electricians, instrument tuners, wardrobe assistants or any other personnel required for set-ups, rehearsals, performances, or take-downs on stage.

(d) Fire watch personnel, including electricians, contracted fire personnel, and / or additional stagehands required by local ordinances and codes in order to permit the use on the stage and / or in the auditorium of any smoke, haze or fog effects, open flames, burning materials, or any use of volatile or dangerous substances. The presence or use of any of the above in a rehearsal or performance must be reported and reviewed at least three weeks prior to any such occurrence on the premises. Licensor, as represented by the Tilles Center Production Manager and Director of Facility Operations, shall have the sole right to final approval of any plan to utilize such effects on the premises and to specify the conditions and personnel necessary for such use.

(e) Catering services, telephone services, clerical assistance, equipment rental, transportation, or assistance with public relations and advertising.

(f) Services in addition to those specified elsewhere in this agreement for parking, security, janitorial, front-of-house, or box office services.

Licensor shall itemize and invoice Licensee for the cost, including transportation and shipping, payroll benefits, overtime charges, and any other incidental charge of all such services and material following each engagement. Licensee agrees to pay such invoices within fifteen days after the invoice date.



6. Conditions for Use of the Facility and Premises

Licensee shall exercise good care in its use of the facility and any and all incidental use of the premises. Licensee agrees to promptly reimburse Licensor for any damages to the premises or facility caused by any act or omission by Licensee or its agents, employees, patrons, guests or other personnel.

Licensee shall not permit the premises or any part thereof to be occupied or used by others not authorized by Licensor.

Licensee agrees that it and its employees, agents, patrons, guests and other personnel shall comply with all applicable local, state and federal laws, ordinances and codes and with the regulations, rules and conditions for use of the facility and premises, including the following:

(a) Licensee shall at no time permit or cause to occur any of the following:

(i) More than 2242 persons to be in the Tilles Center Concert Hall, or more than 487 persons in Hillwood Recital Hall, or more than the number of persons approved for occupancy in any other space on the premises.

(ii) Any obstruction of any fire exit, fire door, aisle, passage, corridor, fire lane, or other feature on the premises related to public egress or safety.

(iii) The introduction or storage anywhere on the premises of any highly flammable, explosive, poisonous, toxic, or illegal substance or material, or any firearms, weapons, or incendiary devices.

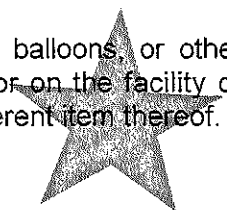
(b) Licensee shall not permit smoking, food or drink except in areas designated by Licensor. Public health laws prohibit smoking in all public areas of the facility, and no food or drink shall ever be permitted in the auditorium.

(c) Licensee and all persons and organizations associated with Licensee agree to abide by the traffic and parking regulations on the premises. Violators will be liable for fines, towing charges, collection charges, and/or other charges or actions as may be imposed by Licensor for enforcement of these regulations. **PARKING AND USE OF VEHICLES ON THE LIU POST CAMPUS ARE AT YOUR OWN RISK.**

(d) Licensee accepts that normal hours of operation for the facility are limited to 8 a.m. to Midnight. Technical calls and rehearsals must end by 11:00 p.m. unless prior permission for extension is granted. Any use of the facility outside of these hours shall be solely at the discretion of the managers of the facility and may be conditioned upon additional fees for such use.

(e) Licensor accepts no liability for any personal property, equipment, instruments, scenery, costumes, or other material belonging to Licensee or Licensee's personnel while on the premises. Licensee further agrees to remove all such material and property from the premises promptly following each engagement and to be liable for any expenses incurred by Licensor as a result of Licensee's failure to do so in a timely manner.

(f) Licensee shall not cause or allow any signs, pictures, posters, fliers, banners, balloons, or other decorative or promotional materials to be distributed, displayed, or otherwise placed in or on the facility or premises without specific prior approval and consent by Licensor for each instance and different item thereof.



(g) Licensee is hereby notified that the fire protection systems in the facility are very sensitive and that they cannot be altered or disabled unless certified fire watch personnel are in the building (see 5(b) above.) The introduction of any airborne substance, balloons, paint fumes, excessive steam, smoke, haze or other environmental effects into any area in the building may trigger the alarm system. In the event of an alarm and the absence of approved "fire watch" personnel, all activities in the building must be interrupted and the building must be evacuated immediately.

(h) Licensor, or its authorized concessionaires, shall have the exclusive right to sell or distribute any and all merchandise, food, beverage, or services on the premises. This includes any food, beverage service or catering provided for performers or receptions backstage, or any other gatherings on the premises. Arrangements for catering by the University/Campus concessionaire must be made at least two weeks in advance with the Tilles Center Office. Arrangements for the sale of merchandise in the lobbies of the theater must be made in advance with the Tilles Center Operations Manager, and will be subject to the standard house commissions and New York State Sales taxes, as follows:

NY State & Nassau County sales tax: 8.625%

House Commission on concessionaires: 15% of after-tax gross sales
House Commission for sales by House staff: 20% of after-tax gross
House Commission on media: 10% of after-tax gross

The Tilles Center House Manager may, at his or her discretion, decline approval of sales at specific times, locations, or events, or may decline permission to sell specific items. Sales of food, beverage, snacks, or candy, except by Tilles Center or University concessionaires, will not be approved. No exceptions to this provision are permitted unless approved in writing by the Director or Director of Facility Operations of Tilles Center for each specific occasion or event.

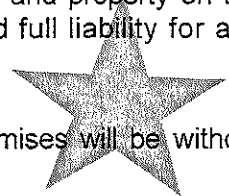
Specific areas in Tilles Center's lobbies are licensed for the sale of alcoholic beverages, and such service is normally offered at evening performances and matinees directed primarily at adult audiences. Licensee may file a specific written request with the Tilles Center Operations Manager or Director of Facility Operations at least 48 hours in advance to suspend the sales of alcoholic beverages at any or all engagements covered by this agreement. Licensor will, to the best of its ability, honor all such requests. Licensor reserves the unilateral right to suspend the sale of alcoholic beverages on the premises at any time and for any reason.

(i) Licensee shall not cause any violation of any agreement or contract between Licensor and any labor union, guild, service company or individual performing work, labor or services on the premises.

(j) Licensee shall not permit filming, radio or television broadcasting, audio or video recording, or still photography of any event, rehearsal, or performance on the premises without the prior written consent of the Director of Tilles Center. The Director may, on behalf of Licensor, limit or deny approval in any specific instance.

(k) Licensor shall have the right to prevent, interrupt, or interfere with any engagement, rehearsal, or performance; to enter any space in the facility at any time with good cause; to address all persons on the premises; to eject individuals from the premises; to evacuate buildings or areas of the premises; or to call on the assistance of local law enforcement agencies when in its sole discretion, exercised in good faith, Licensor believes that such action is necessary to protect the safety, health, or welfare of persons and property on the premises. Licensee accepts the risks of the occurrence of such events or actions and full liability for any resulting losses or damages to Licensee.

(l) Licensee agrees that admission, seating, and access to any event on the premises will be without regard to race, color, sex, religion or national origin.



(m) Licensor reserves the right to conduct normal business and to rent other parts of the facilities and/or premises at the same time as the license of said facilities and/or premises to the Licensee. Licensee acknowledges that the Ticket Office may, at the option of the University, be open to the general public at all times Tilles Center for the Performing Arts is open.

7. Advertising and Programs

(a) Licensee shall provide advance notice and copy to the Tilles Center Director of all publicity material, press releases, advertising or promotional material concerning events at Tilles Center prior to publication, airing, mailing or distribution of same. Licensee bears full responsibility for the accuracy of all such material.

(b) Licensee agrees to represent Licensor, facility and premises in all public materials and announcements as follows: "Tilles Center for the Performing Arts" or "Tilles Center" or "LIU Tilles Center" and "Long Island University, LIU Post" or "LIU Post". Except where grammatically necessary, "Tilles Center" should not be preceded by any article (i.e., do **not** use "The Tilles Center.") Upon request, Licensor will provide relevant logo graphics with permission for use in materials related to this engagement. Any alteration of the logo graphics or their use in materials not related to this engagement is strictly prohibited.

(c) Licensee agrees to provide at its sole expense any and all printed program material in an assembled finished state at least three hours prior to the start of any performance at which such material is to be distributed. Licensee agrees to include in any printed program announcements relating to public safety in accordance with local regulations and practice. Licensor will provide specific wording for such announcements upon request.

8. Tickets and Ticket Sales

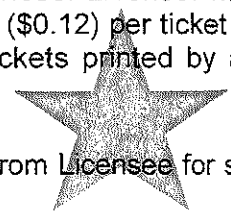
The following provisions shall apply to all performances or events at the facility to which admission shall be by ticket or to which admission shall be offered for sale to the public.

(a) Licensee shall have the right to sell tickets or admissions directly to the public only from their own offices or by direct mail. Licensee shall not make tickets available through any other agency, outlet, system or service except with the specific written consent and approval of Licensor.

(b) Licensee designates _____ as the sole individual authorized to represent it in all matters of seating, tickets and ticket sales. Licensor will accept communications regarding tickets only from this person. Licensee warrants that this representative person or a specifically designated, knowledgeable substitute will be in attendance in the Tilles Center lobby or box office from one hour prior to performance through intermission for each event to which tickets have been sold. Licensor in turn designates the Tilles Center Audience Managers as its representatives authorized to accept and transmit all correspondence relating to ticket sales.

(c) All tickets for performances must be obtained from the Tilles Center Box Office and must conform to standard formats used by the Center. Copy to appear on tickets must be submitted in writing to the Box Office and will be subject to approval by the Tilles Center Director of Audience Services. Licensor must approve the final ticket proof prior to any tickets being printed or sold. A fee of ten cents (\$0.12) per ticket will be assessed for all tickets printed in-house by Licensor for delivery to Licensee. Tickets printed by any outside contractor will be invoiced to Licensee at cost plus a 10% handling charge.

(d) If requested, Licensor agrees to accept tickets to performances at the facility from Licensee for sale to the public at Tilles Center Box Office subject to the following conditions:



(i) Licensor will sell only individual tickets to single events (no subscription or series tickets, passes, or other packages.) Licensor shall determine the period during which tickets will be made available at its facility and / or through its ticketing systems.

(ii) Specifications for tickets, performance times, prices, seating charts, seat locations, discount policy, and any additional conditions or specifications for ticket sales must be submitted to the box office in clear written form prior to any sales or implementation of any change in ticket policy. Licensee bears full responsibility for documenting the accurate communication of ticket policy and the acceptance of same by the Tilles Center Staff. Licensor will accept no liability for errors at the box office in the absence of such documentation.

(iii) Licensor shall have the right to assess a handling fee in addition to the ticket price to customers ordering from Licensor's Box Office by phone, mail, or internet, in accordance with Licensor's current Box Office Policies for all ticket sales. Such handling fees shall be retained by Licensor to cover Box Office expenses, and shall not be added to the Gross or Net Box Office receipts for settlement with Licensee.

(iv) Licensor shall have the right, but not the obligation, to make tickets allocated to it available for sale through the Ticket Office telephone ordering system, Tilles Center's website (www.tillescenter.org) and through the Ticketmaster™ outlet, telephone and on-line sales system, subject to standard Box Office policies.

(v) Licensor shall collect a handling fee of thirty cents (\$0.30) per ticket sold by Licensor or sold by remote phone or outlet agency authorized by Licensor. Such fee shall be deducted from the net receipts due to Licensee.

(vi) Licensor shall have the right to accept credit cards, checks, Tilles Center gift certificates, or other forms of non-cash payment for ticket sales. Credit card fees, bank charges, and any other usage fees for such transactions shall be deducted from the net receipts due to Licensee. Credit card fees shall be assessed at a rate of 4% of gross transactions for all sales channels.

(vii) Licensor shall have the sole right to operate the box office at the facility and shall determine all box office policy, including hours of operation, personnel, conditions of sale, acceptable methods of payment, and handling of receipts. The facility box office will be open at least from one hour before until one half hour after the start of any performance to which it has sold tickets. Further information regarding box office policy may be obtained from the Tilles Center Director of Audience Services.

(viii) Licensee agrees that if tickets are to be made available to any students or educators at a discount that the same discount shall be made available to students, faculty and staff of Long Island University.

(ix) Licensor reserves the right to refund tickets sold by it or its agents in the event of cancellation of a performance or other failure on the part of Licensee and to assess Licensee for Refund Fees as specified in Section 2. above. Licensor reserves the right to refund tickets at its discretion and sole determination. Licensor shall be under no obligation to issue refunds for tickets sold directly by Licensee or its agents.

(x) Licensor will provide Licensee with a detailed statement of sales receipts and an accounting of tickets within fifteen days of each event. Licensor has the right to withhold all receipts from ticket sales until Licensee has met all other obligations of this agreement to date. Net proceeds will be paid to Licensee by check approximately three weeks after the event. Under no circumstances shall Licensee be permitted to remove any cash or receipts from the Box Office, nor shall the Box Office be authorized to cash any checks.

(xi) Licensee agrees to reimburse Licensor the net value of any credit card charge or check returned as uncollectible up to ninety days following the event, as invoiced by Licensor.

(xii) Licensee shall be liable for any and all sales, use or admission taxes applicable to ticket sales or receipts. Licensor may at its discretion pay applicable taxes on receipts collected by it and deduct same from the net receipts due to Licensee.

9. General Terms of Agreement

(a) Licensee agrees to defend, indemnify and hold harmless Long Island University (Licensor), its trustees, officers, employees and representatives (collectively, the "Indemnified Parties"), against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities (including reasonable attorneys' fees) of any nature whatsoever resulting from, arising out of or in consequence of the negligent acts or omissions, or willful misconduct, of Licensee, its employees, agents, invitees, or others acting under its direction or control (collectively, "Licensees") with respect to Licensee's use of Long Island University's facilities including, but not limited to, damage to property, any injuries or death sustained by any persons, employees, agents, invitees and the like in or about any location within Long Island University premises, whether or not occurring within the specific area of Long Island University's premises utilized by Licensee, any infringement of copyright, royalty or other proprietary right in consequence of any performance on Long Island University's premises, any injuries or damages resulting from defects, malfunction, misuse, etc. of licensee-provided equipment or materials, or any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of Licensee's performances on Long Island University's premises. The foregoing indemnity shall include injury or death of any of Licensee's employees or invitees and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other employee benefits acts; Licensee agrees to waive its right of subrogation against the Indemnified Parties applicable to any such claims brought by Licensee's employees or subcontractors.

(b) Licensor shall bear no liability in the event that any engagement, performance or other provision of this agreement is prevented, interrupted, or interfered with by any labor dispute, governmental action, weather, electrical power failure, act of God, or other cause beyond the control of Licensor.

(c) Licensee agrees not to assign this agreement or any rights granted under this agreement to any person, entity, or group without the written consent of the Licensor

(d) Licensor and Licensee warrant that this agreement shall not be construed as creating any employer/employee relationship, nor any partnership, joint venture or other relationship between them except the relationship specifically defined in this agreement.

(e) If any part of this agreement is ruled by any court to be void for any reason, it will be severed and the rest of the agreement will continue in force, as if the invalid part had never been a part of this agreement.

(f) If Licensee shall fail to observe any of the terms or conditions of this agreement, or shall fail to make timely payment of any sum required herein, or shall fail to hold any performance scheduled herein except if such failure shall be due to an act of God, then Licensee shall be deemed to have breached this agreement. Licensor shall then have the right to terminate all or part of this agreement, and the entire unpaid balance of fees and charges herein shall immediately become due. Licensee waives any claims for damages

or compensation as a result of such termination, and shall be further liable for all reasonable attorney's fees or collection charges incurred by Licensor as a result of such breach of agreement.

(g) This agreement shall be governed by the laws of the State of New York.

(h) This agreement shall not become effective until executed by both parties and Licensee has paid any deposit specified in part 2(a) above. This instrument correctly sets forth the entire agreement between the parties and may not be altered except by written agreement executed by both parties. All correspondence regarding this agreement shall be addressed as follows:

Director of Facility Operations
Tilles Center for the Performing Arts LIU Post
720 Northern Boulevard
Greenvale, NY 11548

IN WITNESS WHEREOF, the following individuals warrant that they are duly authorized to represent their respective organizations and have applied their signatures to signify acceptance and execution of this agreement in full:

FOR LICENSEE:

Signature

Date:

Maureen A. Fitzgerald, Commissioner
Community & Youth Services
Town of Oyster Bay

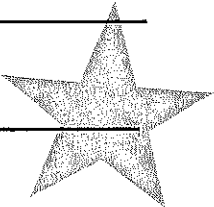
FOR LICENSOR:

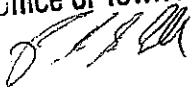
Signature

Date:

Name (Please type or print)

Title
Long Island University



Reviewed By
Office of Town Attorney




DEPARTMENT OF
COMMUNITY AND YOUTH SERVICES
977 Hicksville Road
Massapequa, New York 11758
(516) 797-7900 Fax (516) 797-7919
www.oysterbaytown.com

AUREEN A. FITZGERALD
COMMISSIONER

PATRICIA A. BECKERLE
DEPUTY COMMISSIONER

DIVISIONS
Cultural and
Performing Arts

Drug Abuse
Control Agency

Golden Age Housing

Group Activities
Program for the
Handicapped

Senior Citizen Services

Veterans Services

Youth Services

Long Island University
700 Northern Boulevard
Brookville, NY 11548

RE: **Self-insured Letter**
License Agreement for Tilles Center Facilities: December 3, 4, & 5, 2018

TOWN OF OYSTER BAY, hereinafter referred to as Licensee, hereby submits the following statement as to the amount of the Licensee's self-insurance and indemnity clause in lieu of Certificate of Insurance:

Licensee agrees to defend, indemnify and hold harmless Long Island University (Licensor), its trustees, officers, employees and representatives (collectively, the "Indemnified Parties"), against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities (including reasonable attorneys' fees) of any nature whatsoever resulting from, arising out of or in consequence of the negligent acts or omissions, or willful misconduct, of Licensee, its employees, agents, invitees, or others acting under its direction or control (collectively, "Licensees") with respect to Licensee's use of Long Island University's facilities including, but not limited to, damage to property, any injuries or death sustained by any persons, employees, agents, invitees and the like in or about any location within Long Island University premises, whether or not occurring within the specific area of Long Island University's premises utilized by Licensee, any infringement of copyright, royalty or other proprietary right in consequence of any performance on Long Island University's premises, any injuries or damages resulting from defects, malfunction, misuse, etc. of licensee-provided equipment or materials, or any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of Licensee's performances on Long Island University's premises. The foregoing indemnity shall include injury or death of any of Licensee's employees or invitees and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other employee benefits acts; Licensee agrees to waive its right of subrogation against the Indemnified Parties applicable to any such claims brought by Licensee's employees or subcontractors.

Licensee certifies that it is self-insured for the first \$1,000,000.00 general liability, bodily injury, property damage, personal and advertising injury, and agrees to provide, for the benefit of the Indemnified Parties, primary coverage for obligations assumed by Licensee under the license agreement. Licensee further certifies that it is self-insured for workers compensation and employer's liability coverage, affording the statutory coverage for its employees. All insurance will be maintained in full force and effect during all periods of use covered by the license agreement.

By Licensee:

Signature

Date

Reviewed By
Office of Town Attorney

WHEREAS, Sergeant Joseph Gaffney, Nassau County Police Marine and Aviation Bureau, Foot of First Avenue, East Rockaway, New York 11518, by letter dated October 11, 2018, requested the use of one slip at Tappen Marina for a Nassau County patrol boat and one slip at Theodore Roosevelt Marina for a Nassau County patrol boat for the 2018-2019 winter season; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 15, 2018, requested Town Board authorization to permit the Nassau County Police Marine Bureau to berth one marine enforcement boat at Harry Tappen Marina and one marine enforcement boat at Theodore Roosevelt Marina, for the 2018-2019 winter season at no cost to Nassau County; and

WHEREAS, the Town Board deems this to be appropriate and beneficial to the general public, as well as a crime deterrent for the protection of the Town marinas.

NOW, THEREFORE, BE IT RESOLVED, That the request is hereby accepted and approved, and the Department of Parks is hereby authorized to permit the Nassau County Policy Marine and Aviation Bureau to berth one marine enforcement boat at Harry Tappen Marina and one marine enforcement boat at Theodore Roosevelt Marina for the 2018-2019 winter season, without cost.

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

7
Joseph G. Pinto
Commissioner



**Town of Oyster Bay
Department of Parks**

977 Hicksville Road
Massapequa, New York 11758
(516) 797-4128 Fax: (516) 797-4145
www.oysterbaytown.com



688
Greg Skupinsky
Deputy Commissioner

Frank Gatto
Deputy Commissioner

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: October 15, 2018
SUBJECT: Winter berthing NCPD vessels Tappen and Roosevelt Marinas

Town Board authorization is requested for the Nassau County Police Marine Bureau to berth one marine enforcement boat at both Harry Tappen Marina and Theodore Roosevelt Marina for the 2018-2019 winter season at no cost to Nassau County.

The presence of the Nassau County Marine Bureau within each of the two marinas is not only beneficial to the general public, but also a crime deterrent for the protection of the town marinas. This Department recommends that the Town Board waive the winter season berth fee for the Nassau County Police Marine Bureau boats.


Joseph G. Pinto
Commissioner of Parks


JGP/gmv

Cc: Town Attorney (+7 copies w/attach)

Nassau County



Police Department

LAURA CURRAN
COUNTY EXECUTIVE

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

PATRICK J. RYDER
POLICE COMMISSIONER

October 11, 2018

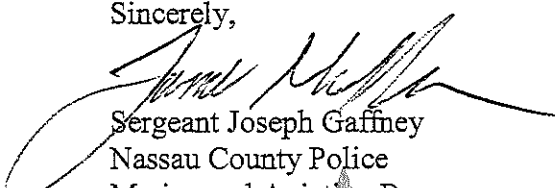
Commissioner Joseph G. Pinto
Department of Parks
Town of Oyster Bay
977 Hicksville Rd. Massapequa, NY 11758

Dear Commissioner Pinto,

The Nassau County Marine bureau is in the process of planning the deployment of our North Shore patrol vessels for this upcoming winter. In the past we have secured a slip for a patrol vessel in Tappen Marina and another slip for a patrol vessel in Roosevelt Park Marina. This season we would like to continue with this deployment and are requesting authorization to maintain one slip in Tappen and another in Roosevelt Park Marina for our patrol vessels.

Thank you for your consideration with this request.

Sincerely,


Sergeant Joseph Gaffney
Nassau County Police
Marine and Aviation Bureau
Foot of First Avenue
East Rockaway, NY 11518
516-573-4450



WHEREAS, by Resolution No. 658-2015, adopted November 24, 2015, the Town Board authorized and directed the Department of Intergovernmental Affairs to enter into an agreement with Alcott HR Group, LLC., 71 Executive Boulevard, Farmingdale, New York 11735, to provide support services to the Department of Intergovernmental Affairs under the Workforce Innovation and Opportunity Act ("WIOA") and the Community Development Block Grant ("CDBG") for the period January 1, 2016 through December 31, 2016, with the option for three (3) one-year extensions; and

WHEREAS, by Resolution No. 675-2016, adopted December 13, 2016, the Town Board authorized the Department of Intergovernmental Affairs to enter into the first of three one-year extensions, for the period January 1, 2017 through December 31, 2017; and

WHEREAS, by Resolution No. 785-2017, adopted November 28, 2017, the Town Board authorized the Department of Intergovernmental Affairs to enter into the second of three one-year extensions, for the period January 1, 2018 through December 31, 2018; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated October 9, 2018, requested Town Board authorization to extend and modify the contract for the third and final one-year extension period, from January 1, 2019 through December 31, 2019, based upon successful program performance and the availability of funds; and

WHEREAS, Commissioner Sammartano has informed the Town Board that the total cost of the required support services for the period January 1, 2019 through December 31, 2019 is \$823,414.42, and has requested that the Comptroller be authorized and directed to encumber an amount of \$109,969.05 from Account No. IGA CD 6293 48080 000 CW17, \$219,938.11 from Account No. IGA CD 6293 48080 000 CW18, \$109,969.05 from Account No. IGA CD 6293 48080 000 CW 19, \$260,538.28 from Account IGA CD 6293 47850 000 CW19 and \$122,999.93 from account CMP A 1315 48080 000 0000 for a total amount of \$823,414.42, and

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Department of Intergovernmental Affairs is hereby authorized and directed to extend and modify the Agreement with Alcott HR Group, LLC, for the third and final one-year extension period, from January 1, 2019 through December 31, 2019; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment in a total amount of \$823,414.42, are to be paid from Account No. IGA CD 6293 48080 000 CW17 in the amount of \$109,969.05; from Account No. IGA CD 6293 48080 000 CW18 in the amount of \$219,938.11; from Account No. IGA CD 6293 48080 000 CW 19 in the amount of \$109,969.05, from Account IGA CD 6293 47850 000 CW19 in the amount of \$260,538.28 and from account CMP A 1315 48080 000 0000 in the amount of \$122,999.93.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

9

TOWN OF OYSTER BAY

689

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: OCTOBER 9, 2018

SUBJECT: AUTHORIZATION FOR EXTENSION OF AND MODIFICATION TO
SUPPORTIVE SERVICES AGREEMENT - ALCOTT HR GROUP LLC.

The Town of Oyster Bay (Town) Town Board Resolution No. 658-2015, dated November 24, 2015 authorized the Town to enter into an agreement with Alcott HR Group, LLC. for the provision of support services to be utilized by the Department of Intergovernmental Affairs under the Workforce Innovation and Opportunity Act and the Community Development Block Grant for the period January 1, 2016 through December 31, 2016, with the option for three (3) one-year extensions.

The Department of Intergovernmental Affairs is now seeking authorization to extend and modify the contract for the third and final one-year extension based on successful program performance and the availability of funds.

The total cost of the required support services is \$823,414.42 for the period January 1, 2019 through December 31, 2019. A total of \$109,969.05 is available in IGA CD 6293 48080 000 CW17, a total of \$219,938.11 is available in IGA CD 6293 48080 000 CW18, a total of \$109,969.05 is available in IGA CD 6293 48080 000 CW19, \$260,538.28 is available in IGA CD 6293 47850 000 CW19 and \$122,999.93 is available in CMP A 1315 48080 000 0000.

Therefore, it is respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor or his authorized designee, to execute the Extension of and Modification to the Supportive Services Agreement effective January 1, 2019 through December 31, 2019. The Extension of and Modification to the Supportive Services Agreement has been forwarded to the Town Attorney's Office for review.


Frank V. Sammartano
Commissioner

FVS:LS

Attachments

cc: Town Attorney (w/7 copies)

WHEREAS, by Resolution No. 513-2015, adopted on September 1, 2015, the Town Board authorized the publication of a legal notice in Newsday, in connection with a Request for Proposals soliciting proposals for support services under the Workforce Innovation and Opportunity Act (WIOA) and the Community Development Block Grant Program (CDBG) for the period January 1, 2016 through December 31, 2016, with the option of three (3) one-year extensions; and

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Colin Bell, Department of Intergovernmental Affairs, by memorandum dated November 5, 2015, have stated that the proposal submitted by the Alcott HR LLC is the best and most suitable to provide the Support Services detailed in the RFP, and have requested authorization for the Supervisor to sign the abovementioned contract, for the period commencing January 1, 2016 through December 31, 2016, with three (3) one year extensions for an amount not to exceed \$1,000,336.55,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted, and the Supervisor is hereby authorized to sign the abovementioned contract with Alcott HR LLC, for the period commencing January 1, 2016 through December 31, 2016, with three (3) one year extensions for an amount not to exceed \$1,000,336.55; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. IGA CD 6293 48080 000 CW16, or any other appropriate account.

Reviewed By
Office of Town Attorney

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

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs



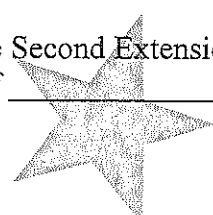
**EXTENSION OF AND MODIFICATION
TO SUPPORTIVE SERVICES AGREEMENT**

THE TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs, Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 and Alcott HR Group, LLC, having its principal place of business at 71 Executive Boulevard, Farmingdale, New York 11735, wish to execute a Second Extension and Modification of their Supportive Services Agreement, dated January 1, 2016; and

WHEREAS, pursuant to Section 12, Paragraph(A), page 6 of said Agreement, which requires that both abovementioned parties give written consent to any extension or modification of same, the said parties hereby agree to the following, effective January 1, 2018:

The term of the aforesaid Supportive Services Agreement shall be extended for the period from January 1, 2019 through December 31, 2019. The total amount of this Agreement shall not exceed \$823,414. 42 Said extension and modification, as well as specific items and their respective amounts, are delineated in Appendix 1A, which is attached hereto and made part of the Agreement as modified.

IN WITNESS WHEREOF, the above parties have executed the Second Extension and Modification to their Supportive Services Agreement on the ____ day of _____ 2018.



TOWN OF OYSTER BAY

By: _____

Title: _____

Date: _____

ALCOTT HR GROUP LLC

By: _____

Title: _____

Date: _____

APPENDIX IA

THIRD AND FINAL MODIFICATION AND EXTENSION TO CONTRACT DATED
JANUARY 1, 2016

NEW PROGRAM PERIOD: JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

NEW BUDGET – EMPLOYMENT AND TRAINING
THE ALCOTT GROUP

<u>Slot</u>	<u>Salary</u>
1. Accountant	\$97,656.26
2. Clerk	\$55,161.60
3. Clerk	\$62,816.00
4. Clerk	\$40,000.00
5. Planner Part-time	\$7,500.00
6. Counselor	\$54,808.00
7. Counselor	\$55,827.20
8. Counselor	\$46,321.60
9. Counselor	\$46,321.60
10. Counselor	\$64,313.60
11. Clerk Part-time	\$17004.78
 Total Salaries	 \$ 547,730.64
Employee Insurance Cost Reimbursements	\$ 12,000.00
Fringe Benefits	\$ 246,206.78
Travel and Mileage Expense	\$ 2,002.00
Subtotal	\$ 807,939.42
The Alcott Group Administrative Service Fee	\$ 15,400.00
New Employee Set up Fee	\$ 75.00
TOTAL CONTRACT COST	\$ 823,414.42

WHEREAS, by Resolution No. 180-1977, adopted on March 1, 1977, the Town Board of the Town of Oyster Bay ("Town Board") granted a Special Use Permit to FRANK NUZZOLESE, PAUL NUZZOLESE and VINCENT NUZZOLESE, the then fee owners, to conduct a business for the storage of ice in a "GB" District (General Business) at premises located at 68 East Marie Street, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block 237, Lot 213, on the Land and Tax Map of Nassau County (hereinafter "the Premises"); and

WHEREAS, pursuant to the provisions of Resolution No. 180-1977, a Declaration of Restrictive Covenants was executed; and

WHEREAS, by Resolution No. 49-1980, adopted on January 15, 1980, the Town Board granted a Special Use Permit to 68 EAST MARIE STREET CORP., the then fee owner, to conduct a business for the manufacture of cube and block ice and for the packaging and distribution of ice, in addition to the storage and sale of ice at the Premises; and

WHEREAS, pursuant to the provisions of Resolution No. 49-1980, a Declaration of Restrictive Covenants was executed, modifying the earlier Declaration of Restrictive Covenants; and

WHEREAS, by Resolution No. 426-2003, adopted on July 8, 2003, the Town Board granted the application of NUZZOLESE BROTHERS ICE CORP., the then fee owners, for a Modification of Restrictive Covenants, to modify the Declaration of Restrictive Covenants executed in 1977 and the Declaration of Restrictive Covenants executed in 1980, to permit the erection and maintenance of equipment used for the manufacturing, packaging and distribution of ice, including wholesale and retail sales, at the Premises; and

WHEREAS, pursuant to the provisions of Resolution No. 426-2003, a new Declaration of Restrictive Covenants was executed, which revoked and replaced the Declaration of Restrictive Covenants executed in 1977 and the Declaration of Restrictive Covenants executed in 1980; and

WHEREAS, by letter dated October 8, 2018, Arun Chandra, Esq., Chandra Law Offices, P.C., attorney for JMD CAPITAL HOLDINGS LLC ("JMD"), fee owner of the Premises, JMD voluntarily surrendered the Special Use Permit for the manufacture, storage, distribution and sale of ice at the Premises, and requested that the Town Board approve the rescission of the Declaration of Restrictive Covenants executed in 2003, so as to render said Declaration null and void; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 11, 2018, recommended that the Town Board

Reviewed By
Office of Town Attorney

approve the request to rescind the Declaration of Restrictive Covenants executed in 2003 pursuant to Resolution No. 426-2003,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the request and recommendation as set forth hereinabove, and accepts the surrender of the Special Use Permit for the manufacture, storage, distribution and sale of ice at premises located at 68 East Marie Street, Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block 237, Lot 213, on the Land and Tax Map of Nassau County, and approves of the rescission of the Declaration of Restrictive Covenants executed in 2003, pursuant to Resolution No. 426-2003, so as to render said Declaration null and void.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

690

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: OCTOBER 11, 2018

**SUBJECT: REQUEST TO RESCIND RESTRICTIVE COVENANTS
TOWN BOARD RESOLUTION NUMBER 426-03
SECTION 12, BLOCK 237, LOT 213
68 EAST MARIE ST. – HICKSVILLE, NEW YORK**

This Department is in receipt of correspondence, from Arun Chandra, Esq., Chandra Law Offices, P.C., dated October 8, 2018 requesting to rescind Restrictive Covenants for the above mentioned property.

On July 8, 2003, the Town Board approved Town Board Resolution Number 426-03 which granted a Modification of Restrictive Covenants in a "GB" District (General Business), so as to modify a Declaration or Restrictive Covenants that was effective pursuant to Resolution Number 180-77 on March 1, 1977 and the Declaration or Restrictive Covenants that was effective pursuant to Resolution Number 49-80 adopted on January 15, 1980, so as now to permit the erection and maintenance of equipment used for the manufacturing, packaging and distribution of ice, including wholesale and retail sales on the premises.

According to the Declaration of Restrictive Covenants, Number 1, the Declaration of Restrictive Covenants enacted pursuant to 180-77 adopted on March 1, 1977 and Declaration or Restrictive Covenants enacted pursuant to Resolution Number 49-80 adopted on January 15, 1980, are revoked and replaced with the herein Declaration or Restrictive Covenants.

According to the Declaration of Restrictive Covenants, Number 12, this Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board of the Town of Oyster Bay after a public hearing. This Restrictive Covenant does not specifically mention the term "rescind" as a requirement to have a Town Board Hearing. The present property owner has agreed to voluntarily surrender the special use permit for the ice factory and has submitted a building application for an as-of-right use for the subject property. Accordingly, a Town Board Resolution will be required to rescind the Restrictive Covenants.

Also submitted for your review are the following documents:

1. Correspondence, from Arun Chandra, Esq., Chandra Law Offices, P.C., dated October 8, 2018.
2. Town Board Resolution Number 180-77 dated March 1, 1977.
3. Town Board Resolution Number 49-80 dated January 15, 1980.
4. Town Board Resolution Number 426-03 dated July 8, 2003.

It is the recommendation of this Department that the aforementioned Resolution's Restrictive Covenants be rescinded.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM:slb

Encls.

cc: Legislative Affairs (7 copies w/ attachments)



CHANDRA LAW OFFICES, P.C.
125-10 Queens Boulevard, Suite 7, Kew Gardens, NY 11415
(718) 261-4200 (main) ♦ www.ChandraLawNY.com (website)

October 8, 2018

Town Board
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

Re: Premises: 68 East Marie Street, Hicksville, NY
Section 12, Block 237, Lot 213; Town: Oyster Bay; County: Nassau

Dear Sir/Madam:

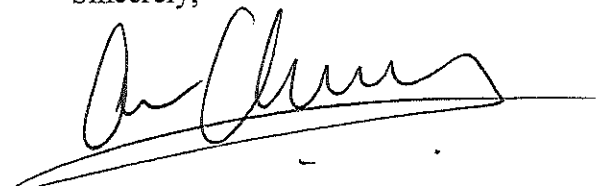
I am counsel for JMD Capital Holdings LLC ("JMD"), the current own for the premises at 68 East Marie Street, Hicksville, NY ("Premises"). JMD purchased the Premises from the prior owner ("Nuzzolese Brothers") on May 24, 2018.

On July 8, 2003, pursuant to Resolution No. 426-03, the Town of Oyster Bay modified the earlier Declaration of Restrictive Covenants "so as to now permit the erection and maintenance of equipment used for the manufacturing, packaging and distribution of ice, including wholesale and retail sales on premises located at 68 East Marie Street, Hicksville, State of New York, Town of Oyster Bay and described as Section 12, Block 237, Lot 213 on the Land and Tax Map of Nassau County". Nuzzolese Brothers was in the business of manufacturing and selling ice.

As noted above, the Premises were sold to JMD in May 2018. JMD is not in the business of manufacturing and selling ice. Therefore, JMD voluntarily surrenders the special use permit for the ice factory, previously approved. Moreover, JMD requests that the restrictive covenant associated with the Declaration of Restrictive Covenants pursuant to Resolution No. 426-03 be rescinded so that it is null and void. Finally, JMD submits that its current application is for an "as of right use", and therefore it be approved.

Thank you for your consideration of this application.

Sincerely,


Arun Chandra

FD.
LB
LCW

Meeting of July 8, 2003

RESOLUTION NO. 426-03

WHEREAS, NUZZOLESE BROTHERS ICE CORP., fee owner, petitioned the Town Board of the Town of Oyster Bay for a Modification of Restrictive Covenants in a "GB" District (General Business), so as to modify a Declaration of Restrictive Covenants that was effective pursuant to Resolution No. 180-77, adopted on March 1, 1977, and the Declaration of Restrictive Covenants that was effective pursuant to Resolution No. 49-80, adopted on January 15, 1980, so as to now permit the erection and maintenance of equipment used for the manufacturing, packaging and distribution of ice, including wholesale and retail sales, on premises located at 68 East Marie Street, Hicksville, State of New York, Town of Oyster Bay and described as Section 12, Block 237, Lot 213 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on April 8, 2003, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, after having reviewed the recommendations of the Town Environmental Quality Review Commission, did, by Resolution No. 363-03, adopted on June 10, 2003, declare and find that the subject application will not have a significant effect on the environment, and the proposed actions in the Petition constitute a Negative Declaration, in accordance with the New York State Environmental Conservation Law and its applicable regulations thereon; and

WHEREAS, the Nassau County Planning Commission, by letter dated June 16, 2003, has advised that the Town Board of the Town of Oyster Bay may take whatever action it deems appropriate on the subject application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Frank DeStefano, Commissioner of the Department of Planning and Development, by memorandum March 11, 2003, advises that the Department of Planning and Development has reviewed the one (1) site plan prepared by Notaro Grupp Associates Architects & Planners, entitled ROOF PLAN SITE PLAN, Last Revised 1/30/03; and

WHEREAS, said Commissioner further reports that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Petition of NUZZOLESE BROTHERS ICE CORP., fee owner, for a Modification of Restrictive Covenants in a "GB" District (General Business), so as to modify a Declaration of Restrictive Covenants that was effective pursuant to Resolution No. 180-77, adopted on March 1, 1977, and the Declaration of

Reviewed By
Office of Town Attorney

10 A 1953

Restrictive Covenants that was effective pursuant to Resolution No. 49-80, adopted on January 15, 1980, so as to now permit the erection and maintenance of equipment used for the manufacturing, packaging and distribution of ice, including wholesale and retail sales on premises located at 68 East Marie Street, Hicksville, State of New York, Town of Oyster Bay and described as Section 12, Block 237, Lot 213 on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

ALL that certain plot, piece or parcel of land situate at Hicksville, Town of Oyster Bay, County of Nassau and State of New York bounded and described as follows:

BEGINNING at a point on the northerly side of East Marie Street, distant 59 feet westerly from the corner formed by the intersection of the northerly side of East Marie Street with the westerly side of Bay Avenue;

THENCE South 82 degrees 02 minutes 00 seconds West along the northerly side of East Marie Street, 52.72 feet;

THENCE North 22 degrees 16 minutes 40 seconds West 71.01 feet;

THENCE easterly along an arc of a circle bearing to the left, having a radius of 413 feet, a distance of 55.68 feet;

THENCE South 19 degrees 58 minutes 30 seconds East 70.37 feet to the northerly side of East Marie Street to the point or place of BEGINNING.

SAID premises are known and described as Section 12, Block 237, Lot 213 on the Land and Tax Map of the County of Nassau.

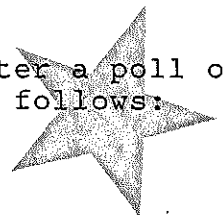
RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioners, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

RESOLVED, That in accordance with the memorandum of Frank DeStefano, Commissioner of the Department of Planning and Development, dated March 11, 2003, the one (1) plan described herein is hereby approved.

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

Supervisor Venditto	Aye
Councilman Delligatti	Aye
Councilman Muscarella	Aye
Councilwoman Eisler	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilwoman McCaffery	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
P&D/Bldg.
DPW/Env. cont.



RECEIVED
MARCH 10 10 50 AM '03
CLERK OF BOARD

DECLARATION OF RESTRICTIVE COVENANTS

NUZZOLESE BROTHERS ICE CORP., fee owner, with offices at 68 East Marie Street, Hicksville, New York, does, by this declaration, dated July 8, 2003, declare as follows:

WHEREAS, said Declarant, NUZZOLESE BROTHERS ICE CORP. fee owner, petitioned the Town Board of the Town of Oyster Bay for a Modification of Restrictive Covenants in a "GB" District (General Business), so as to modify a Declaration of Restrictive Covenants that was effective pursuant to Resolution No. 180-77, adopted on March 1, 1977, and the Declaration of Restrictive Covenants that was effective pursuant to Resolution No. 49-80, adopted on January 15, 1980, so as now to permit the erection and maintenance of equipment on premises located at 68 East Marie Street, Hicksville, State of New York, Town of Oyster Bay and described as Section 12, Block 237, Lot 213 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on April 8, 2003, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 426-03 dated July 8, 2003, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarant, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, does hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being at 68 East Marie Street, Hicksville, Town of Oyster Bay, New York, which will run with the land and be binding upon said Declarant, its successors and/or assigns,

NOW, THEREFORE, said Declarant, does hereby covenant and declare as follows:

1. That the Declaration of Restrictive Covenants enacted pursuant to Resolution No. 180-77, adopted on March 1, 1977, and the Declaration of Restrictive Covenants enacted pursuant to Resolution No. 49-80, adopted on January 15, 1980, are revoked and replaced with the herein Declaration of Restrictive Covenants.
2. That there shall not be any future change to the footprint of the existing building from the date of the adoption of this Declaration of Restrictive Covenants, unless and until the Town Board shall, by resolution, approve such change.
3. That in the event a rear door is constructed, said door shall be properly maintained, sound proofed; and kept closed except for those times said door is used for ingress and egress. That if said rear door is constructed it shall not be used for delivery purposes, but shall only be used for the maintenance of the rear yard.

4. That parking shall only be permitted in designated areas, and all driveway areas will remain open at all times for fire and emergency apparatus.

5. That all driveway and parking areas shall be paved and maintained in good repair at all times.

6. That all garbage and rubbish shall be placed or kept in suitable containers, and disposed of in accordance with applicable statutes, ordinances and laws.

7. That all lighting shall be directed onto the subject premises and no future lighting is to be directed onto adjacent properties or roadways.

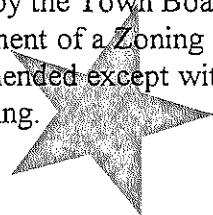
8. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

9. That no Building Permit and/or Certificate of Occupancy shall be issued unless and until the one (1) plan prepared by Notaro Grupp Associates Architects & Planners entitled ROOF PLAN SITE PLAN and last revised 1/30/03 has been submitted to and approved by the Department of Planning and Development; the applicant is in conformance with said plan, which plan was recommended for acceptance by Frank DeStefano, Commissioner of the Department of Planning and Development, by memorandum dated March 11, 2003; and said plan has been reviewed in accordance with Section 246-6, "Site Plan Review" of the Zoning Code of the Town of Oyster Bay. Any major modifications to said site plan may be done only by Town Board Resolution.

10. That there shall be strict compliance with any and all ordinances, laws, regulations or directives of the Town of Oyster Bay, the Nassau County Fire Marshal's Office, the Nassau County Department of Health and any and all other agencies or departments of the Town of Oyster Bay, Nassau County, the State of New York and/or the United States of America.

11. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

12. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of Oyster Bay to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board of the Town of Oyster Bay after a public hearing.



SCHEDULE A

ALL that certain plot, piece or parcel of land situate at Hicksville, Town of Oyster Bay, County of Nassau and State of New York bounded and described as follows:

BEGINNING at a point on the northerly side of East Marie Street, distant 59 feet westerly from the corner formed by the intersection of the northerly side of East Marie Street with the westerly side of Bay Avenue;

THENCE South 82 degrees 02 minutes 00 seconds West along the northerly side of East Marie Street, 52.72 feet;

THENCE North 22 degrees 16 minutes 40 seconds West 71.01 feet;

THENCE easterly along an arc of a circle bearing to the left, having a radius of 413 feet, a distance of 55.68 feet;

THENCE South 19 degrees 58 minutes 30 seconds East 70.37 feet to the northerly side of East Marie Street to the point or place of BEGINNING.

SAID premises are known and described as Section 12, Block 237, Lot 213 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand the day and year first above written.

NUZZOLESE BROTHERS ICE CORP.

By: Vincent Nuzzolese
Vincent Nuzzolese, President

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

On the 8th day of July in the year 2003 before me, the undersigned, personally appeared Vincent Nuzzolese, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Dina M. Santamaria
Notary Public
DINA M. SANTAMARIA
Notary Public, State of New York
No. 01SA4977852
Qualified in Suffolk County
Commission Expires Feb. 19 2005

Meeting of March 1, 1977

RESOLUTION #180-77

WHEREAS, FRANK NUZZOLESE, PAUL NUZZOLESE and VINCENT NUZZOLESE, by petition verified the 8th day of September, 1976, heretofore petitioned the Town Board of the Town of Oyster Bay for a special use permit to conduct a business for the storage of cube and block ice on the premises described below, and the sale of such ice products on and from said premises and to provide and maintain a building and machines and machinery in connection with the conduct and operation of said business; and

WHEREAS, a duly advertised public hearing on the said petition was held by the Town Board of the Town of Oyster Bay at Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12th day of October, 1976, at which hearing parties interested in the subject matter were given an opportunity to be heard; and

WHEREAS, Richard A. LaPera, attorney for the petitioner, appeared in support of the application, and all parties interested in the subject matter and desiring to be heard, were heard; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 1261-76, adopted on the 21st day of October, 1976, recommends that the Town of Oyster Bay take action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at the said hearing and from facts within the personal knowledge of the members of the Town Board that the requested special use permit will be compatible with the general character of the area and with the present use therein and that the granting of the application will not result in any increase in traffic and will not interfere with the traffic pattern; that the area and location of the subject premises are adequate and suitable for the requested use and the safety and welfare of the community and will, in fact, improve the appearance of the area,

NOW, THEREFORE, BE IT RESOLVED, That the application of FRANK NUZZOLESE, PAUL NUZZOLESE and VINCENT NUZZOLESE for a special use permit to conduct a business for the storage of cube and block ice on the following described premises, and the sale of such ice products on and from such premises and to provide and maintain a building and machines and machinery in connection with the conduct and operation of said business, be and the same hereby is GRANTED:

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

BEGINNING at a point on the northerly side of East Marie Street, distant 59 feet westerly from the corner formed by the intersection of the northerly side of East Marie Street with the westerly side of Bay Avenue; thence South 82 degrees 02 minutes

00 seconds west along the northerly side of East Marie Street, 52.72 feet; thence north 22 degrees 16 minutes 40 seconds west 71.01 feet; thence easterly along an arc of a circle bearing to the left, having a radius of 413 feet, a distance of 55.68 feet; thence south 19 degrees 58 minutes 30 seconds east 70.37 feet to the northerly side of East Marie Street, at the point or place of BEGINNING. Known as #68 East Marie Street, Hicksville, N.Y.

This property is located on the north side of East Marie Street, 59 feet west of Bay Avenue, Hicksville, New York, and known as Section 12, Block 237, Lot 213 on the Nassau County Land and Tax Map.

The special use granted herein shall be subject to and conditioned upon the compliance in all respects with the following covenants, restrictions and provisions which are hereby imposed upon the subject premises and a certified copy of this resolution shall be duly recorded in the office of the Clerk of Nassau County and this resolution and the special use granted herein shall not become effective until such recording is effected:

1. All exterior walls on the proposed addition shall be brick veneered.
2. Windows, exhaust fans, or other types of openings are prohibited on the rear wall and the side walls of the proposed addition.
3. All mechanical equipment including exhaust fans penetrating through the roof shall be enclosed or screened, as approved by the Superintendent of the Division of Building, and shall be so placed as to be equally distant, as far as possible from all ends of the roof, but in no event shall be located closer than five (5) foot from any such roof edge.

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

Supervisor Colby
Councilman Saladino
Councilman Mosca
Councilman Carman
Councilman Hogan
Councilman Diamond
Councilman Clark

Abstaining

Aye

Aye

Aye

Aye

Aye

Aye

Meeting of January 15, 1980

WHEREAS, 68 EAST MARIE STREET CORP., having offices at 68 East Marie Street, Hicksville, New York 11801, by petitions verified July 11, 1979 and August 10, 1979, heretofore petitioned the Town Board of the Town of Oyster Bay for special permission to conduct a business, as an ice plant for the manufacturing of cube and block ice and for the packaging and distribution of ice, in addition to the storage of the same and the sale at wholesale and retail of such products and to provide and maintain a building and machinery in connection with the conduct and operation of said business and to modify restrictive covenants and resolution No. 180-77, dated March 1, 1977, so that a rear door may be constructed in the building in order for the rear yard to be properly maintained on the premises described below; and

WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay on November 13, 1979; and

WHEREAS, Richard A. LaPera, Esq., attorney for the petitioner, appeared in support of the application and all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 1766-79, adopted October 18, 1979, recommends that the Town of Oyster Bay take action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at said hearing and from facts within the personal knowledge of the members of the Town Board, that because of the area, location, nature and character of the subject premises and the area in the vicinity thereof, that the subject premises is adequate and suitable for the use requested, that the granting of the application subject to voluntary covenants and restrictions imposed upon the subject premises as enumerated below, will not endanger the health, safety or welfare of the community or the residents thereof and will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the application of 68 EAST MARIE STREET CORP., for special permission to conduct a business, as an ice plant, for the manufacturing of cube and block ice and for the packaging and distribution of ice, in addition to the storage of the same and the sale at wholesale and retail of such products and to provide and maintain a building and machinery in connection with the conduct and operation of said business and to modify restrictive covenants and resolution No. 180-77 dated March 1, 1977 so that a rear door may be constructed in the building in order for the rear yard to be properly maintained on the following described premises, be and the same is hereby GRANTED:

oved as to Form
ity Town Attorney

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

BEGINNING at a point on the northerly side of East Marie Street, distant 59 feet westerly from the corner formed by the intersection of the northerly side of East Marie Street with the westerly side of Bay Avenue; thence South 82 degrees 02 minutes 00 seconds West along the northerly side of East Marie Street, 52.72 feet; thence North 22 degrees 16 minutes 40 seconds West 71.01 feet; thence easterly along an arc of a circle bearing to the left, having a radius of 413 feet, a distance of 55.68 feet; thence South 19 degrees 58 minutes 30 seconds East, 70.37 feet to the northerly side of East Marie Street, at the point or place of beginning. Known as 68 East Marie Street, Hicksville, New York.

SAID premises being also identified as Section 12, Block 237, Lot 213 on the Land and Tax Map of Nassau County.

The below recited covenants, restrictions and provisions shall apply for only so long as the subject premises is being used for the purposes authorized by the Special Use Permit granted herein and are not intended to be and shall not be applicable or enforceable in the event that the entire subject property shall be utilized for those uses which do not require a special use permit in accordance with the Building Zone Ordinance of the Town of Oyster Bay, Nassau County, New York, as amended and revised, then in effect. Said special use permit shall not become effective unless and until a certified copy of this resolution shall be duly filed in the Office of the Clerk of Nassau County.

1. That no further expansion is authorized unless and until the Town Board of the Town of Oyster Bay shall specifically approve the same after a public hearing.

2. That in the event a rear door is constructed, said door shall be properly maintained, sound proofed, and kept closed except for those times said door is used for ingress and egress.

3. That if said rear door is constructed it shall not be used for delivery purposes, but shall only be used solely for the maintenance of the rear yard.

4. That in the event of any violation or attempted violation of any kind of the restrictions and covenants contained herein or previously imposed or a violation or attempted violation of any law, ordinance or regulation and failure of the owner in fee or successor thereto to remedy such violation or attempted violation within five (5) days after notice by the Town of Oyster Bay, the Town shall have the right to suspend or revoke forthwith the special use granted herein.

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

Supervisor Colby	Aye
Councilman Saladino	Aye
Councilman Mosca	Aye
Councilman Carman	Absent
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye

STATE OF NEW YORK, }
COUNTY OF NASSAU, } ss.:
TOWN OF OYSTER BAY }

I, ~~WILLIAM ROBERTS, Town Clerk~~
ANNA E. SMITH

~~HERBERT W. STREIBER~~

} Deputy Town Clerk of the Town of Oyster Bay, and

custodian of the Records of said Town, DO HEREBY CERTIFY that I have compared the annexed with the original Resolution No. 49-80 adopted by the Town Board on January 15, 1980 approving the application of 68 EAST MARIE STREET CORP. for a special use permit at Hicksville, N.Y.

filed in the Town Clerk's Office

and that the same is a true transcript thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto signed

my name and affixed the seal of said Town

this 15th day of January 1980.

Anna E. Smith
Deputy Town Clerk.

WHEREAS, by Resolution No. 297-2017, adopted on May 23, 2017, Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., was retained as special counsel to represent the Town of Oyster Bay and protect its interests in connection with telecommunication matters; and

WHEREAS, Joseph Nocella, Town Attorney, and Dennis P. Sheehan, Deputy Town Attorney, by memorandum dated October 11, 2018, have recommended that an additional sum of \$53,067.93 be authorized for outstanding legal fees, costs and disbursements; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the authorization of an additional sum of \$53,067.93 for outstanding legal fees, costs and disbursements to Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., as outside counsel, which sum is to be paid at the predetermined rate; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

12

Town of Oyster Bay
Inter-Departmental Memo

691

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : October 11, 2018

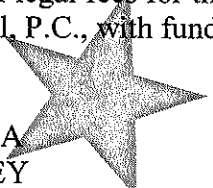

SUBJECT: Outside Counsel to the Town of Oyster Bay
Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.

By Resolution No. 297-2017, adopted on May 23, 2017, the law firm of Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., was retained to represent and provide legal services to the Town of Oyster Bay in connection with the pending litigation regarding telecommunications.

Legal costs have now exceeded the previously authorized sum, and an additional sum of \$53,067.93 is necessary.

It is recommended that the Town Board authorize the additional legal fees for the period through July 31, 2018 for Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., with funds available in Account No. OTA A 1420 44110 000 0000.

JOSEPH NOCELLA
TOWN ATTORNEY



Dennis P. Sheehan
Deputy Town Attorney

DPS:dps
Attachment
2017-6016

cc: Town Attorney (with 7 copies)

WHEREAS, pursuant to Resolution No. 884-2017, adopted on December 12, 2017, the Town Board authorized the Office of the Town Attorney to retain court reporting companies for the purpose of providing stenographic services in connection with litigation; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated October 11, 2018, have recommended and requested that the Town Board exercise the first, one-year extension option with the following companies, so that the necessary resources will be in place for calendar year 2019:

Veritext Court Reporting
200 Old Country Road
Mineola, New York 11501

Fevola Reporting & Transcription, Inc.
15 Franciscan Lane
Smithtown, New York 11787

Key Court Reporting
5 Wisteria Lane
Wantagh, New York 11793

North Shore Court Reporters
P.O. Box 382
Manhasset, New York 11030

On-Time Court Reporting, Inc.
263 Brown Street
Mineola, New York 11501

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request hereinabove set forth is accepted and approved, and the Town Board hereby exercises the one-year extension option with foregoing court reporting companies, for the period beginning January 1, 2019 through and including December 31, 2019; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to pay said court reporting companies for fees, costs and disbursements, in an amount not to exceed \$20,000.00, upon the submission of a duly certified claim, after approval by the Town Attorney, and after audit, with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
11/1/18
Matthew M. Rozea

13

Town of Oyster Bay

Inter-Departmental Memo

692

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE : October 11, 2018

SUBJECT: Court Reporters
Extension of Retention

Pursuant to Resolution No. 884-2017, adopted on December 12, 2017, the Town Board authorized the Office of the Town Attorney to retain court reporting companies for the purpose of providing stenographic services in connection with litigation. Resolution No. 884-2017 additionally authorized two (2), one-year extensions of the term of the relationship between the Town and the court reporting companies, which presently expires on December 31, 2018.

So that this Office may have the necessary resources in place for calendar year 2019, it is respectfully requested and recommended that the Town Board exercise the first one-year extension option with the following companies:

Veritext Court Reporting
200 Old Country Road
Mineola, New York 11501

Fevola Reporting & Transcription, Inc.
15 Franciscan Lane
Smithtown, New York 11787

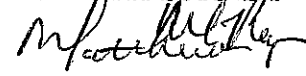
Key Court Reporting
5 Wisteria Lane
Wantagh, New York 11793

North Shore Court Reporters
P.O. Box 382
Manhasset, New York 11030

On-Time Court Reporting, Inc.
263 Brown Street
Mineola, New York 11501

The term shall begin on January 1, 2019 and shall run through December 31, 2019. Services are to be provided at the pre-determined rates set forth in the request for proposals, and at a cost not to exceed \$20,000.00, with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment

2016-5565.001

cc: Town Attorney (with 7 copies)

S:\Attorney\RESOS 2018\MD & Reso\2019 Court Reporter Extension MMR.docx

WHEREAS, pursuant to Resolution No. 56-2018, adopted on January 23, 2018, the Town Board authorized the Office of the Town Attorney to retain JuriSolutions, Inc., for the purpose of facilitating and providing independent medical examination services in connection with the Town's defense against negligence actions for the period through December 31, 2018, with an option to extend for one year; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated October 11, 2018, have recommended and requested that the Town Board exercise the one-year extension option with JuriSolutions, Inc., so that the necessary resources will be in place for calendar year 2019,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request hereinabove set forth is accepted and approved, and the Town Board hereby exercises the one-year extension option with JuriSolutions, Inc., for the period beginning January 1, 2019 through and including December 31, 2019; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to pay JuriSolutions, Inc. for fees, costs and disbursements, in an amount not to exceed \$7,000.00, upon the submission of a duly certified claim, after approval by the Town Attorney, and after audit, with funds to be drawn from Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

14

Town of Oyster Bay Inter-Departmental Memo

693

TO: Memorandum Docket
FROM: Office of the Town Attorney
DATE : October 11, 2018
SUBJECT: Independent Medical Examinations
Extension of Retention

Pursuant to Resolution No. 56-2018, adopted on January 23, 2018, the Town Board authorized the Office of the Town Attorney to retain JuriSolutions, Inc., for the purpose of facilitating and providing independent medical examination services in connection with the Town's defense against negligence actions. Resolution No. 56-2018 additionally authorized a one-year extension of the term of the relationship between the Town and JuriSolutions, which presently expires on December 31, 2018.

So that this Office may have the necessary resources in place for calendar year 2019, it is respectfully requested and recommended that the Town Board exercise the one-year extension option, beginning on January 1, 2019 through and including December 31, 2019, at a cost not to exceed \$7,000.00, with funds to be drawn from Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.



JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment
2017-6296
cc: Town Attorney (with 7 copies)

Meeting of January 23, 2018

Resolution No. 56-2018

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated January 9, 2018, have advised that the Office of the Town Attorney issued a request for proposals relative to independent medical examination ("IME") services; and

WHEREAS, four (4) responses were timely received, each of which was evaluated in accordance with the Town of Oyster Bay Procurement Policy and Guideline 9 thereof; and

WHEREAS, following such evaluation, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by the aforementioned memorandum recommend and request that the Town Board authorize the retention of JuriSolutions, Inc., 33 Queens Street, Ste. 201, Syosset, New York, to facilitate and provide IME services for the period commencing on January 23, 2018 and concluding on December 31, 2018, with one, one-year extension option, at a cost not to exceed \$7,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the above recommendation is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to retain JuriSolutions, Inc., 33 Queens Street, Ste. 201, Syosset, New York, to facilitate and provide IME services for the period commencing on January 23, 2018 and concluding on December 31, 2018, with one, one-year extension option, at a cost not to exceed \$7,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to JuriSolutions, Inc. for said IME services with funds to be drawn from Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000, upon submission of a duly certified claim, after audit.

#

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated October 11, 2018, advised that in order to effectively represent the Town in certain legal matters, the Office of the Town Attorney requires the official transcript from the court reporter designated by the court, and they requested and recommended that the Town Board authorize payment to court designated court reporters for the period beginning January 1, 2019 through and including December 31, 2019, so that transcripts of proceedings may be ordered by the Office of the Town Attorney, with funds to be drawn from Account No. OTA A 1420 44110 604 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is hereby accepted, and payments to court mandated court reporters in an amount not to exceed \$3,000.00 is hereby authorized at the rate pre-determined by the Court; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTA A 1420 44110 604 0000, 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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller

13

Town of Oyster Bay Inter-Departmental Memo

694

TO : Memorandum Docket
FROM : Office of the Town Attorney
DATE : October 11, 2018
SUBJECT : Court Mandated Court Reporters

In order to effectively represent the Town in certain legal matters, the Office of the Town Attorney requires the official transcript from the court reporter designated by the court. Despite being employed by the New York State Judiciary, the reporters directly charge the Town – as well as any other party –for any transcript ordered, at a rate that is pre-determined by the Court.

This Office recommends that the Town Board authorize payment of these court designated court reporters for the period beginning January 1, 2019 through and including December 31, 2019 so that we may obtain copies of transcripts in calendar year 2019. As is customary, the court reporters will submit a Town of Oyster Bay claim form with the transcript(s), which will then be submitted for audit and payment. Funds in an amount not to exceed \$3,000.00 are available in Account No. OTA A 1420 44110 604 0000.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mek
Attachment
cc: Town Attorney (with 7 copies)

S:\Attorney\RESOS,2018\MD & Reso\2019 Court Mandated Court Reporters MMR.docx

WHEREAS, Resolution No. 854-2017, adopted on December 12, 2017, authorized Lockwood, Kessler & Bartlett, Inc., to provide engineering services to the Town of Oyster Bay under Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated October 11, 2018, has requested that the Comptroller issue an encumbrance order in an amount not to exceed \$49,000.00, under Contract No. PWC07-18, for On-Call Engineering Services Relative to Civil Engineering, including, but not limited to, Engineering Services for the 9/11 Walls of Honor project at TOBAY Beach, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001, Project ID 1502 PKSA 10,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Office of the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$49,000.00, and to pay Lockwood, Kessler & Bartlett, Inc., for services rendered under Contract No. PWC07-18, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001, Project ID 1502 PKSA 10, for Contract No. PWC07-18.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Parks

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

17

695

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

OCTOBER 11, 2018

TO: MEMORANDUM DOCKET

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

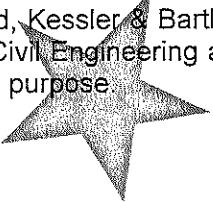
SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO CIVIL ENGINEERING
CONTRACT NO. PWC07-18
ACCOUNT NO.: PKS-H-7197-20000-000-1502-001
PROJECT ID. 1502-PKSA-10


The consultant, Lockwood, Kessler & Bartlett, Inc. has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-18 by Resolution No. 854-2017 for the subject project.

Attached is a letter dated September 18, 2018 from Lockwood, Kessler & Bartlett, Inc. regarding the scope of work to be performed in an amount not to exceed \$49,000.00. Said services include engineering services for the 9/11 Walls of Honor project located at TOBAY Beach.

Attached is an availability of funds in the amount of \$49,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. PKS-H-7197-20000-000-1502-001, Project ID. 1502-PKSA-10

It is hereby requested that the Town Board authorize, by Resolution, Lockwood, Kessler & Bartlett, Inc. under Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.




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


RWL/JCT/MR/nm

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph G. Pinto, Commissioner / Parks
Kathy Stefanich, Administrative Division/DPW

PWC07-18 DOCKET LKB 9/11 WALLS OF HONOR



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



Requesting Division/Department

Parks

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

Contract Number PWC 07-18

Contract Period January 01, 2018 to December 31, 2019

Consultant/Contractor Lockwood, Kessler & Bartlett, Inc.

Discipline Civil Engineering

Total Authorization \$289,000.00

Resolution No. 0845-2017 Date 12/12/2017

Funded To Date \$240,000.00

Amount Requested \$49,000.00

Account To Be Used PRS - H - 7197 - 20000 - 000 - 1502 - 001 Proj ID 1502 PRSA - 10

If Capital Account, State The Related Contract Number:

Description Of Work

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

9/11 Walls of Honor, TOBAY Beach

Work To Be Completed In Contract Period:

Yes ☒ No ☐

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

Required Insurances Are In Effect:

Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect:

Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

Signature

Title Commissioner of Parks

Date

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title Commissioner of Public Works

Date

10/9/18

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 49,000.00

Unencumbered Balance 499,377.46

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

Yes ☒ No ☐

Signature

Date

10/11/18



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2018

Contract No. PWC 07-18

Contract End 12/31/2019

Commencement Date 1/1/2018

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

Vendor Name and Address

Lockwood, Kessler & Bartlett, Inc.

1 Aerial Way

Syosset, NY 11791

Requesting Town Department Parks

Contact John C. Tassone Phone x- 5722

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

9/11 Walls of Honor / TOBAY Beach

This work order shall not exceed \$ \$49,000.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title Commissioner of Parks

Commissioner of Public Works

Date _____

Date 10/10/18

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 9, 2018

TO : JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

FROM : JOHN C. TASSONE, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

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

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC07-18
ON-CALL CIVIL ENGINEERING
LOCKWOOD, KESSLER & BARTLETT, INC.

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$49,000.00.


Funds are required for the engineering services relative to the 9/11 "Walls of Honor" project located at Tobay Beach, as per the attached letter from Lockwood, Kessler & Bartlett, Inc. dated September 18, 2018.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$49,000.00 and Resolution No. 854-2017 authorizing Lockwood, Kessler & Bartlett, Inc. for on-call services.

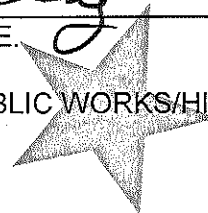
If you have any questions, please contact the Division of Engineering at extension 5930.



JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS



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



RWL/JCT/nm

Attachments

C: Matthew Russo, P. E., Division of Engineering
Kathleen Stefanich, Administration/DPW
PWC07-18 LKB 9/11 walls of honor to parks

Design Development: Upon Town approval of the Schematic Plan, LKB will commence preparation of a Preliminary Set of working drawings. These drawings may consist of but are not necessarily limited to:

- a) Title Page
- b) General Plan & Notes
- c) Removals Plan
- d) Layout Plan
- e) Grading and Drainage Plan
- f) Soil and Erosion Control Plan
- g) Landscaping Plan
- h) Walls of Honor Construction Details
- i) List of Walls of Honor Names and name location(s)
- j) Inscriptions, plaques, logos, photo engraving(s), etc.
- k) Site details such as benches, flagpoles, up lighting, decorative pavements, etc.

In addition to the Preliminary Plans, an Outline of Technical specifications will be prepared along with an updated Engineer's Estimate of Probable Construction Costs.

Preparation of Contract Documents: Upon Town approval of the Preliminary Plans, LKB will advance the plans into a complete set of Contract Documents suitable for the solicitation of contractor's bids. The Documents will include final working drawings, technical specifications and a Final Engineer's Estimate of Probable Construction Costs. In addition, LKB will prepare a Contract book inclusive of a Notice to Bidders, General and Special Conditions, Town Boiler plate, Bid Sheets, Town forms etc.

B. BID PHASE

This work will consist of attending the bid opening, response to contractor's questions, preparing a bid tabulation, checking contractor references and preparing a letter of award.

C. CONSTRUCTION

General Services: This work will consist of project management, shop drawing review, clarifications during construction, change order review, payment application review and approval, etc.

Field Inspection & Quality Control: Inspection services will consist of daily inspection, as required, of Contractor's work to ensure that the project is being constructed in accordance with the Contract Documents. The inspector shall maintain daily work logs, attend project meetings and inform the Town of progress. For the purposes of this proposal, we anticipate three (3) month of construction within a six (6) month window. Full time inspection will be provided only as needed.

II. TECHNICAL ASSUMPTIONS

For this project we assume the following technical assumptions:

- Topographic survey will not be required. LKB will use existing survey information acquired during the original memorial design process, and U.S.G.S. mapping information. Final grades will be established in the field during construction.
- NYSDEC permit(s) will not be required.
- Storm Water Pollution Prevention Plan (SWPPP) will not be required.

III. FEE SCHEDULE

LKB will perform the aforementioned Engineering Services as described in I. SCOPE OF SERVICES, for the Lump Sum Fee of Forty Nine Thousand Dollars (\$49,000.00), to be invoiced in accordance with our Town of Oyster Bay On-Call Agreement for Civil Engineering Services.

At this time, we request that the Town allocate \$49,000 to fund the project. We respectfully request that authorization be back dated to August 13, 2018, to allow compensation for the conceptual design work already completed. We are pleased to provide services to the Town and look forward to the successful completion of the Walls of Honor. Please feel free to contact our office if you have any questions.

Very truly yours,
Lockwood, Kessler & Bartlett, Inc.



Steven Fuhrman, R.L.A.
Project Manager

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



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

September 18, 2018

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

**Re: On-Call Engineering Services
Relative to Civil Engineering
9/11 Walls of Honor PWC 07-18**

Dear Commissioner Lenz:

As per my meeting at DPW on Monday, August 13, 2018, Lockwood Kessler & Bartlett, Inc. (LKB) was requested to design the "9/11 Walls of Honor" monument to recognize Town of Oyster Bay residents that perished subsequent to September 11th, 2001, as a result of the tragic event. This includes the names of world trade center rescue and recovery responders and civilian victims that were at one time residents of the Town of Oyster Bay.

In an effort to jump start the project, LKB prepared a concept plan and elevation of the proposed Walls of Honor. From that plan, LKB generated a color rendering, which was presented at the memorial services held at Tobay Beach on Sept 6, 2018.

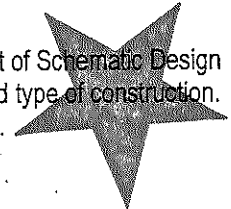
I. SCOPE OF SERVICES

It is our understanding that LKB will provide Design, Recommendation of Bid and Construction Inspection & Quality Control, in accordance with our On-Call Agreement with the Town for Civil Engineering Services. To facilitate this project, we envision the following Tasks:

A. DESIGN

Conceptual Design: Develop a conceptual plan and graphics for presentation to the Town and public depicting the proposed Walls of Honor memorial.

Schematic Design: Upon Town approval of the conceptual Design, LKB will prepare a set of Schematic Design Plans indicating the Walls of Honors configuration, dimensions and material selection and type of construction. The Schematic plan will be accompanied by an Estimate of Probable Construction Costs.



AN EQUAL OPPORTUNITY EMPLOYER

Design Development: Upon Town approval of the Schematic Plan, LKB will commence preparation of a Preliminary Set of working drawings. These drawings may consist of but are not necessarily limited to:

- a) Title Page
- b) General Plan & Notes
- c) Removals Plan
- d) Layout Plan
- e) Grading and Drainage Plan
- f) Soil and Erosion Control Plan
- g) Landscaping Plan
- h) Walls of Honor Construction Details
- i) List of Walls of Honor Names and name location(s)
- j) Inscriptions, plaques, logos, photo engraving(s), etc.
- k) Site details such as benches, flagpoles, up lighting, decorative pavements, etc.

In addition to the Preliminary Plans, an Outline of Technical specifications will be prepared along with an updated Engineer's Estimate of Probable Construction Costs.

Preparation of Contract Documents: Upon Town approval of the Preliminary Plans, LKB will advance the plans into a complete set of Contract Documents suitable for the solicitation of contractor's bids. The Documents will include final working drawings, technical specifications and a Final Engineer's Estimate of Probable Construction Costs. In addition, LKB will prepare a Contract book inclusive of a Notice to Bidders, General and Special Conditions, Town Boiler plate, Bid Sheets, Town forms etc.

B. BID PHASE

This work will consist of attending the bid opening, response to contractor's questions, preparing a bid tabulation, checking contractor references and preparing a letter of award.

C. CONSTRUCTION

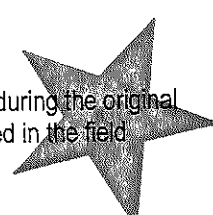
General Services: This work will consist of project management, shop drawing review, clarifications during construction, change order review, payment application review and approval, etc.

Field Inspection & Quality Control: Inspection services will consist of daily inspection, as required, of Contractor's work to ensure that the project is being constructed in accordance with the Contract Documents. The inspector shall maintain daily work logs, attend project meetings and inform the Town of progress. For the purposes of this proposal, we anticipate three (3) month of construction within a six (6) month window. Full time inspection will be provided only as needed.

II. TECHNICAL ASSUMPTIONS

For this project we assume the following technical assumptions:

- Topographic survey will not be required. LKB will use existing survey information acquired during the original memorial design process, and U.S.G.S. mapping information. Final grades will be established in the field during construction.
- NYSDEC permit(s) will not be required.
- Storm Water Pollution Prevention Plan (SWPPP) will not be required.



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

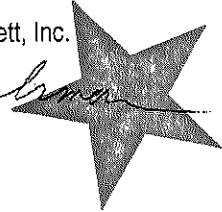
III. FEE SCHEDULE

LKB will perform the aforementioned Engineering Services as described in I. SCOPE OF SERVICES, for the Lump Sum Fee of Forty Nine Thousand Dollars (\$49,000.00), to be invoiced in accordance with our Town of Oyster Bay On-Call Agreement for Civil Engineering Services.

At this time, we request that the Town allocate \$49,000 to fund the project. We are pleased to provide services to the Town and look forward to the successful completion of the Walls of Honor. Please feel free to contact our office if you have any questions.

Very truly yours,
Lockwood, Kessler & Bartlett, Inc.


Steven Fuhrman, R.L.A.
Project Manager



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

WHEREAS, the Department of Public Works ("DPW") administers the Town's Stormwater Management Program, which includes the review and approval of Stormwater Prevention Plans ("SWPPP"), implementation of SWPPPs for Town projects, and site inspections for projects that require a SWPPP; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated October 12, 2018, advised the Town Board that the New York State Department of Environmental Conservation ("NYSDEC") requires that those responsible for SWPPP implementation and inspections be certified by the DEC; and

WHEREAS, the Nassau County Soil and Water Conservation District conducts training courses, at the successful completion of which such certification is issued, and conducting a training/certification course on October 2, 2018, at a cost of \$100.00 per person; and

WHEREAS, Commissioner Lenz recommended that the Board ratify that two (2) employees of the DPW's Division of Engineering were authorized nunc pro tunc to take this course at a total cost of \$200.00; and

WHEREAS, funds are available for this purpose in Account DPW A 1490 47900 000 0000.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Public Works is hereby authorized, nunc pro tunc, to register two (2) employees from the Division of Engineering in the training course offered on October 2, 2018, by the Nassau County Soil and Water Conservation District at a fee of \$100.00 per attendee, for a total cost not to exceed \$200.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. DPW A 1490 47900 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

715
Reviewed By
Office of Town Attorney
Elizabeth O. Laughnan

318

696

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

October 12, 2018

TO : MEMORANDUM DOCKET


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


SUBJECT: NYSDEC EROSION AND SEDIMENT CONTROL TRAINING
NASSAU COUNTY SOIL & WATER CONSERVATION DISTRICT
ACCOUNT NO. DPW A 1490 47900 000 0000

The Department of Public Works has assumed responsibility for the Town's Stormwater Management Program, which includes review and approval of Stormwater Pollution Prevention Plans (SWPPP), implementation of SWPPPs for Town projects, and site inspections for projects that require a SWPPP.

The New York State Department of Environmental Conservation requires a certification for those individuals responsible for SWPPP implementation and inspections. The Nassau County Soil and Water Conservation District conducts training courses for this certification, and is conducting a course on October 2, 2018. The cost is \$100.00 per person.

It is requested that two employees of the Division of Engineering be authorized to take the course in the total amount of \$200.00. Funds are available for this purpose in Account No. DPW A 1490 47900 000 0000.


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

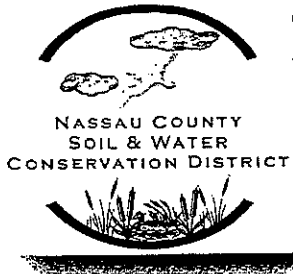



RWL/JCT/MR/lk

Attachments

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Kathy Stefanich, DPW Administration

DOCKET DPW ESC TRAINING FEES



NYSDEC ENDORSED 4-HOUR EROSION AND SEDIMENT CONTROL TRAINING



October 2nd, 2018
10:30 AM - 3:30 PM

LOCATION: Old Bethpage Village Restoration
1303 Round Swamp Road
Old Bethpage, NY 11804

COST: \$100 per person, Non-Refundable. Payment by check only. Pre-payment Required. Cost includes refreshments, training materials, certificate, certificate ID card, which is valid for 3 years. Make check out to Nassau SWCD and email it with your Trainee Application Form to 1864 Muttontown Road, Syosset, NY 11791.

REGISTRATION: Visit www.nassauswcd.org and complete a Trainee Application Form and mail it with your \$100 payment and a scanned copy of your photo I.D. to 1864 Muttontown Road, Syosset, NY 11791. Completed registration form/payment must be received by September 28th, 2018. Check-in begins at 10:00 AM. Legal Photo ID and signature required at the beginning and end of the training. Space limited to 100 participants.

PRESENTED BY: Corey Humphrey, Certified Professional in Erosion & Sediment Control, Suffolk County SWCD.

Under the NYS Dept. of Environmental Conservation's Stormwater Permit GP-0-15-002, all developers, contractors, and subcontractors must identify at least one trained individual from their company that will be responsible for implementation of the Stormwater Pollution Prevention Plans, and have at least one trained individual on site on a daily basis when soil disturbance activities are being performed. In addition, developers must have a qualified inspector* conduct regular site inspections in accordance with GP-0-15-002.

*Qualified inspectors and trained individuals must have 4 hours of training in the principles and practices of erosion and sediment control endorsed by NYS DEC, SWCD, or CPESC Inc. (Training is valid for 3 years.)

Please Note: If the 100 person capacity is reached, a notice will be posted to our website (NassauSWCD.org). Any payments received after we have reached capacity will be returned to sender.

Nassau County Soil & Water Conservation District
1864 Muttontown Road Syosset NY 11791
www.NassauSWCD.org - 516-364-5860 - NassauSWCD2@optonline.net



Trainee Form for 4-Hour ESC Training



New York State Department of Environmental Conservation
Division of Water, 625 Broadway, 4th Floor
Albany, New York 12233-3505

SWT#

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(for DEC or
Delegate use only)

A Stormwater Trainee (SWT) identification (ID) number will be assigned to each person that completes the NYSDEC 4-hour training in the principles and practices of erosion and sediment control (ESC) to satisfy the State Pollution Discharge Elimination System (SPDES) Construction Activity General Permit #GP-0-15-002. Each trainee that wishes to obtain a wallet card with the SWT ID must provide the contact information requested below, including his/her home mailing address. The trainee must be prepared to show his/her NYS Driver License (or non-driver photo ID with proof of address) on the day of training to verify that the information below is correct. NYSDEC recommends that this form be completed as a PDF form on computer (or hand-written in blue or black ink) and sent to the training sponsor by the pre-registration deadline (in advance of the training) either by email or through the mail.

***IMPORTANT: RETURN THIS FORM TO THE TRAINING SPONSOR**

Trainee First Name MI Trainee Last Name

Trainee Phone - - Trainee County of Residence

Trainee Home Mailing Address 1st Line (same as NYS Driver License)

Trainee Home Mailing Address 2nd Line (if applicable)

City (same as NYS Driver License)

State Zip Code -

Trainee eMail 1

Trainee eMail 2 (optional)

For DEC or Delegate Use Only

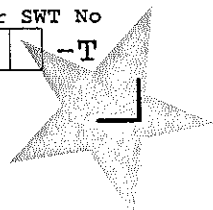
Trainer Comments

Training Location Building/Street

Training Location City State Zip Code -

Trainee Training Date - - mmddyyyy Sponsoring County SWCD Name

Trainer First Name MI Trainer Last Name Trainer SWT No -T



WHEREAS, Donald T. Rave, Jr., Member, Rotary Club of Locust Valley, by letter dated August 3, 2018, requested the use of Thomas Park in Locust Valley, New York, as well as the use of twenty-five (25) waste baskets and thirty (30) barricades, for its annual Oktoberfest, to be held on Sunday, October 21, 2018 from 12 Noon until 6:00pm; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated October 10, 2018, advised that the Department has no objection to providing twenty-five (25) yellow SORT pails and thirty (30) complete barricades for the event, to be delivered on Friday, October 19, 2018 and picked up on Monday, October 22, 2018, and the use of one (1), portable light unit and one (1) generator from Friday, October 19, 2018 to Monday, October 22, 2018 provided by the Parks Department; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned requests and recommendations are hereby accepted and approved, and the Town Board ratifies the Highway Department having supplied twenty-five (25) yellow SORT pails and thirty (30) complete barricades, and the use of one (1) portable light unit and one (1) generator to be provided by the Parks Department, nunc pro tunc from October 21, 2018, subject to the following terms and conditions:

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Public Works
Public Safety

Reviewed By
Office of Town Attorney
[Signature]

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TOWN OF OYSTER BAY

Inter-Departmental Memo

October 10, 2018

TO: MEMORANDUM DOCKET

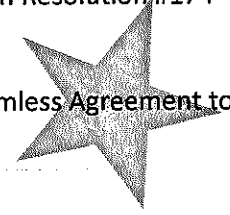
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: ROTARY CLUB OF LOCUST VALLEY
ANNUAL OKTOBERFEST – NUNC PRO TUNC - OCTOBER 21, 2018

Enclosed please find a copy of the letter from Donald T. Rave Jr., requesting our assistance on behalf of the Rotary Club of Locust Valley in conducting their annual Oktoberfest on Sunday, October 21, 2018 at Thomas Park in Locust Valley.

The Highway Department can readily supply the thirty (30) complete barricades and twenty five (25) SORT pails, to be delivered on Friday, October 19, 2018 and picked up on Monday, October 22, 2018. The use of one portable light unit and one large generator from Friday, October 19, 2018 to Monday, October 22, 2018 provided by the parks department. Fees are in conjunction with Resolution #174-2017, pertaining to permits for portable lights and generators.

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




JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

CC: Town Attorney (7) copies
Richard Lenz, P.E., Commissioner DPW
Doug Robalino, General Foreman 002
Justin McCaffrey, Commissioner, Public Safety Department

LAW OFFICES
DONALD T. RAVE
11 THE PLAZA
LOCUST VALLEY, NY 11560

DONALD T. RAVE
E-MAIL: DONRAVE@RAVELAW.COM
DONALD T. RAVE, JR.
E-MAIL: DTRAVERJR@RAVELAW.COM

STACEY TRANCHINA
E-MAIL: TRANCHINAS@RAVELAW.COM

TELEPHONE: 516-671-1295
FACSIMILE: 516-671-1294

August 3, 2018

Mr. Joseph Pinto
Commissioner of Parks
Town of Oyster Bay
(via email JPinto@oysterbay-ny.gov.)

Mr. James Bishop
Deputy Commissioner of Highways
Town of Oyster Bay
(via email JBishop@oysterbay-ny.gov.)

**Re: ROTARY CLUB OF LOCUST VALLEY
OKTOBERFEST, SUNDAY OCTOBER 21, 2018**

Dear Commissioners:

I am writing on behalf of the Rotary Club of Locust Valley, New York who requests the use of Thomas Park in Locust Valley, New York for their annual Oktoberfest on Sunday, October 21, 2018 from 12 noon until 6:00 p.m.

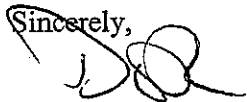
Just as our club has done over the last 25 years, we will have a band, sell German food, have a beer truck and sell wine. We know we have to supply you with insurance and apply for an alcohol permit before the event.

The Club also requests that the Department of Highways supply us with twenty-five (25) waste baskets and thirty (30) barricades. We also request the use of one portable light unit and the large generator to be delivered on Saturday, October 20, 2018.

Any questions, please contact me at (516) 671-1295. My email is dtravejr@ravelaw.com

Your cooperation and reply to this request is greatly appreciated.

Sincerely,


Donald T. Rave, Jr.

cc.: Terry Wulforst
Highway Department
via email: twulforst@oysterbay-ny.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2018

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

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

PRODUCER
Hur J. Gallagher Risk Management Services, Inc.
50 Golf Road
Hill Meadows IL 60008

CONTACT NAME: Ali Sullia
PHONE (A/C, H/O, E/M): 1-833-3ROTARY FAX (A/C, H/O, E/M): 630-285-4062
E-MAIL: rotary@ajg.com
ADDRESS:

INSURED

All Active US Rotary Clubs & Districts
LOCUST VALLEY ROTARY CLUB
ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			015375594	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000
<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
<input checked="" type="checkbox"/> Liquor Liability Included						MED EXP (Any one person) \$
GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$4,000,000
OTHER:						PRODUCTS - COM/PROP AGG \$4,000,000
AUTOMOBILE LIABILITY			015375594	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						\$
UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$
EXCESS LIAB						AGGREGATE \$
DED						\$
RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

CANCELLATION

m of Oyster Bay, 54 Audrey Ave., Oyster Bay, NY 11771
m of Oyster Bay Highway Dept., 150 Miller Pl., Syosset NY 11791
m of Oyster Bay Department of Parks & Recreation, 977 Hicksville Rd., Massapequa, 11758

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

Oktoberfest on Sunday, 10/21/2018, Fund-raiser for charitable purposes and for 8/18 through 10/22/18 for delivery & pick up of equipment.

AUTHORIZED REPRESENTATIVE

ORD 25 (2016/03)

Reviewed By
Office of Town Attorney

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ENDORSEMENT # 021

This endorsement, effective 12:01 AM 07/01/2018

Forms a part of policy no.: 015375594

Issued to: US ROTARY CLUBS & DISTRICTS
C/O ROTARY INTERNATIONAL

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

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

Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

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

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

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

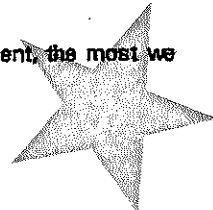
However:

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

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

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

1. Required by the contract or agreement; or



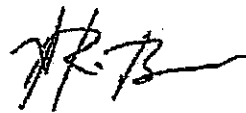
LX4308 (06/14)	Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.	Page 1 of 2
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Reviewed By
Office of Town Attorney

2. Available Under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

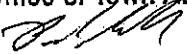
All other terms and conditions of the policy remain the same.



Authorized Representative

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Reviewed By
Office of Town Attorney



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

This Agreement is made this 30th day of August 2018, by Locust Valley Pokay Club (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Thomas Park, Locust Valley NY and 25 Sort Rails, 30 Barricades, 1 Portable Light and one large generator.

For the event described as OKTOBERFEST
The property/equipment is need from October 20-21 to October 21, 2018.
The event for which the property and/or equipment is requested ☐ is ☒ is not a not a profit making event.

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

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

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

Name of Organization:

Locust Valley Pokay Club

Address of Organization:

11 The Plaza
Locust Valley NY 11560

By:

J. J. [Signature]

Authorized Representative

Title:

Member

Telephone Number:

516 671 1295

Reviewed By
Office of Town Attorney

[Signature]

Meeting of April 4, 2017

Resolution No. 174-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated March 27, 2017, requested Town Board authorization, to implement the attached Town of Oyster Bay 2017 Revised Department of Parks Field Permit and Equipment Fee Schedule, and further requested that the Commissioner of Parks be authorized to promulgate the rules and regulations for the issuance of field and equipment permits and the collection of the commensurate fees,

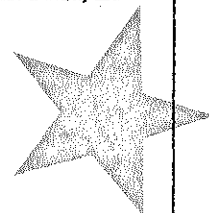
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to implement the attached Town of Oyster Bay 2017 Revised Department of Parks Field Permit and Equipment Fee Schedule, and the Commissioner of Parks is authorized to promulgate the rules and regulations for the issuance of field and equipment permits and the collection of the commensurate fees.

#

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Absent
Councilman Coschignano	Aye
Councilwoman Alessia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Parks



DATE: 8/7/18
TO: HIGHWAY OPERATIONS
SUBJECT: Rotary Club of Locust Valley, Oktoberfest

PLEASE DELIVER TO: **DATE OF EVENT:** 10/21/18

Thomas Park
Locust Valley

SNOW FENCE:

BARRICADES: 30

CONTACT: Donald Rave, Jr.
516-671-1295

CONES:

SHORT PAILS: 25

PORTABLE LIGHTS: 1 (parks)

GENERATOR: 1 (parks)

PACKER:

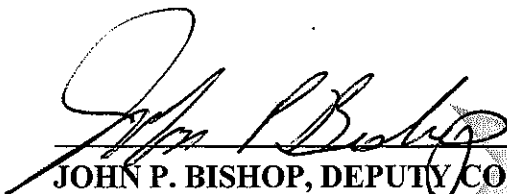

DELIVER ON: 10/19/18

PICKUP ON: 10/22/18

SWEEPING BEFORE AFFAIR IS NEEDED:	<u>XX</u>	
	YES	NO

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

JPB/taw


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT 

CC: Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Scott Dade, Area Foreman 011
Jeff VanNostrand
Public Safety Division

Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

Meeting of October 30, 2018

Resolution No. 698 -2018

WHEREAS, Carol Ann Strafford, Director of Legislative Affairs, by memorandum dated October 9, 2018, recommends adoption of the following Town Board Meeting Schedule for 2019:

2019 Meeting Schedule

January	8	10:00 a.m.
January	29	10:00 a.m.
February	12	10:00 a.m.
February	26	10:00 a.m.
March	12	10:00 a.m.
March	26	7:00 p.m.
April	16	10:00 a.m.
May	7	7:00 p.m.
May	21	10:00 a.m.
June	4	10:00 a.m.
June	18	7:00 p.m.
July	9	10:00 a.m.
July	30	10:00 a.m.
August	20	10:00 a.m.
September	17	10:00 a.m.
October	1	10:00 a.m.
October	22	10:00 a.m. and 7:00 p.m.
October	29	10:00 a.m.
November	19	10:00 a.m.
December	10	10:00 a.m.

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the abovementioned Town Board Meeting Schedule for 2019 is hereby adopted.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
All Departments

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 9, 2018

TO: MEMORANDUM DOCKET

FROM: CAROL ANN STRAFFORD, DIRECTOR, LEGISLATIVE AFFAIRS

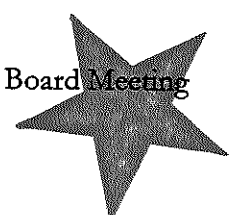
THRU: OFFICE OF THE TOWN ATTORNEY

SUBJECT: PROPOSED TOWN BOARD MEETING DATES - 2019

The following are the proposed Town Board Meeting dates for 2019.

January	8	10 a.m.	July	9	10 a.m.
January	29	10 a.m.	July	30	10 a.m.
February	12	10 a.m.	August	20	10 a.m.
February	26	10 a.m.	September	17	10 a.m.
March	12	10 a.m.	October	1	10 a.m.
March	26	7 p.m.	October	22	10 a.m./7 p.m.
April	16	10 a.m.	October	29	10 a.m.
May	7	7 p.m.	November	19	10 a.m.
May	21	10 a.m.	December	10	10 a.m.
June	4	10 a.m.			
June	18	7 p.m.			

I respectfully request Town Board approval to set these dates for the 2019 Town Board Meeting Schedule.



JOSEPH NOCELLA
TOWN ATTORNEY

Carol Ann Strafford
CAROL ANN STRAFFORD
DIR., LEGISLATIVE AFFAIRS
by Patrick Caputo

CAS
CC: Town Attorney (+ 7 copies)

Meeting of October 30, 2018

Resolution No. 699-2018

WHEREAS, Section 205-9 of the Code of the Town of Oyster Bay states that in the event a property owner shall fail to fully satisfy any bill or invoice for sidewalk repairs within sixty (60) days of billing or invoicing, the Town shall be reimbursed by an assessment resolution; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated September 11, 2018, has requested that pursuant to Section 205-9 of the Code of the Town of Oyster Bay, the attached list of sidewalk repair accounts be referred to the County of Nassau for assessment as no monies have been collected for a period of over sixty (60) days,

NOW, THEREFORE, BE IT RESOLVED, That the request of Steven C. Ballas, Comptroller, as set forth in his memorandum dated September 11, 2018 is hereby approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of Nassau County, so that the amounts on the attached list may be assessed by the Legislature of Nassau County against each of the respective parcels at the same time as other taxes are levied and assessed.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

ACCOUNT#	NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE	LAST PMT	CURRENT BALANCE	ORIGINAL BILLING DATE	SEC	BLK	LOT	SD	Property Address	Property City	Prope rty State	Property Zip	Property Owner
6838	[REDACTED]	12 ROSEMARY DR	MASSAPEQUA	N/A	N/A	1/7/2013	1,250.00	7/21/2010	52	44	70	018	12 ROSEMARY DR	MASSAPEQUA	NY	11758	[REDACTED]
1600		316 HERBERT PL	BETHPAGE	NY	11714	8/1/2014	1,300.00	12/5/2012	46	464	5	021	316 HERBERT PL	BETHPAGE	NY	11714	
1935		420 N BLECKER	N MASSAPEQUA	NY	11758	1/23/2018	250.00	10/3/2013	52	11	53	022	420 BLECKER DR	MASSAPEQUA	NY	11758	
1338		21 9TH ST	HICKSVILLE	NY	11801	2/28/2018	23.61	10/31/2013	46	287	31	017	21 NINTH ST	HICKSVILLE	NY	11801	
1654		19 SHORE AV	OYSTER BAY	NY	11771	N/A	1,081.25	4/30/2014	27	44	276	009	19 SHORE AVE	OYSTER BAY	NY	11771	
1703		31 E PARK DR	OLD BETHPAGE	NY	11804	N/A	500.00	6/30/2014	47	70	24	020	31 E PARK DR	OLD BETHPAGE	NY	11804	
1761		35 KNOLL LN	GLEN HEAD	NY	11545	N/A	100.00	6/30/2014	20	59	90	001	35 KNOLL LN	GLEN HEAD	NY	11545	
1956		18 MICHELE TERR	MASSAPEQUA PK	NY	11762	9/28/2017	250.00	9/30/2014	53	174	15	023	18 MICHELE TER	MASSAPEQUA	NY	11758	
1166		163 FLORAL AVE	PLAINVIEW	NY	11803	10/25/2016	650.00	11/30/2014	46	155	44	021	163 FLORAL AVE	PLAINVIEW	NY	11803	
K218		4220 LUDWIG LN	BETHPAGE	NY	11714	N/A	4,206.25	11/30/2014	52	318	1	018	4220 LUDWIG LN	BETHPAGE	NY	11714	
K264		18 HOLMAN BLVD	HICKSVILLE	NY	11801	7/28/2017	300.00	11/30/2014	11	G	53	017	18 HOLMAN BLVD	HICKSVILLE	NY	11801	
K291		2 HERMAN AVE	HICKSVILLE	NY	11801	5/27/2015	500.00	11/30/2014	12	184	11	017	2 HERMAN AVE	HICKSVILLE	NY	11801	
1302		41 NEARWATER AV	MASSAPEQUA	NY	11758	N/A	700.00	8/31/2016	66	82	18	023	41 NEARWATER AVE	MASSAPEQUA	NY	11758	

11,301.11

22

Town of Oyster Bay Inter-Departmental Memo

699


TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: October 12, 2018
SUBJECT: Sidewalk Repair Assessments


By memorandum dated September 11, 2018, the Office of the Comptroller has annexed a list of sidewalk repair accounts for which no monies have been collected for a period of over sixty (60) days. The Comptroller has requested that said accounts be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls, pursuant to Town Board Resolution.

Section 205-9 of the Code of the Town of Oyster Bay provides that failure to pay for the billing for sidewalk repairs within sixty (60) days of said billing will result in an assessment resolution.

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:ba
Attachment
GS963
cc: Town Attorney (w/7 copies)

S:\Attorney\RESOS 2018\MD & Reso\SidewalkAssess2018.docx

TOWN OF OYSTER BAY

Inter-Departmental Memo

SEPTEMBER 11, 2018

To: JOSEPH NOCELLA, TOWN ATTORNEY

From: STEVEN C. BALLAS, COMPTROLLER

Subject: OUTSTANDING BALANCE FOR SIDEWALK REPAIRS
(NO MONIES COLLECTED)

Attached, please find a current list of amounts owed regarding sidewalk repairs for which no monies have been collected for a period of over sixty (60) days.

We are referring this matter to your office for possible assessment on the tax rolls in accordance with Section 205.9 of the Code of the Town of Oyster Bay.

Please inform this office of the dispositions of these accounts. We will continue to bill said accounts until they are referred to the docket for assessment by your office. In the event any payments, whether whole or partial are received, you will be notified.

Also, please note that last year, for location 85 Berkshire Road, Bethpage, N.Y., there was an outstanding matter concerning this property's sprinkler system which was forwarded to the Town Attorney's office for clarification. Please advise the status of this property.


STEVEN C. BALLAS
COMPTROLLER

Attachments (see Accounting for)

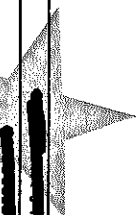
SCB:ms

cc: Accounting Division
Reading File ✓

sidewalkrepairs

ACCOUNT#	NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE	LAST PMT	CURRENT BALANCE	ORIGINAL BILLING DATE	SEC	BLK	LOT	SD	Property Address	Property City	Property State	Property Zip	Property Owner
G838		12 ROSEMARY DR	MASSAPEQUA	N/A	N/A	1/7/2013	1,250.00	7/21/2010	52	44	70	018	12 ROSEMARY DR	MASSAPEQUA	NY	11758	
I170		55 RIM LN	HICKSVILLE	NY	11801	8/28/2017	750.00	7/2/2012	45	337	1	017	55 RIM LN	HICKSVILLE	NY	11801	
I600		316 HERBERT PL	BETHPAGE	NY	11714	8/1/2014	1,300.00	12/5/2012	46	464	5	021	316 HERBERT PL	BETHPAGE	NY	11714	
I730		16 GRANT ST	FARMINGDALE	NY	11735	5/7/2014	1,190.00	3/22/2013	48	567	2	022	16 GRANT ST	FARMINGDALE	NY	11735	
I048		46 KATHLEEN DR	SYOSSET	NY	11791	N/A	1,400.00	10/3/2013	15	124	20	014	46 KATHLEEN DR	SYOSSET	NY	11791	
I122		1 FERNDALE DR	HICKSVILLE	NY	11801	N/A	1,400.00	10/3/2013	13	79	10	013	5 MAPLE WAY	WOODBURY	NY	11797	
I338		21 9TH ST	HICKSVILLE	NY	11801	2/28/2018	218.86	10/31/2013	46	287	31	017	21 NINTH ST	HICKSVILLE	NY	11801	
I654		19 SHORE AV	OYSTER BAY	NY	11771	N/A	1,081.25	4/30/2014	27	44	276	009	19 SHORE AVE	OYSTER BAY	NY	11771	
I703		31 E PARK DR	OLD BETHPAGE	NY	11804	N/A	500.00	6/30/2014	47	70	24	020	31 E PARK DR	OLD BETHPAGE	NY	11804	
I761		35 KNOLL LN	GLEN HEAD	NY	11545	N/A	100.00	6/30/2014	20	59	90	001	35 KNOLL LN	GLEN HEAD	NY	11545	
I874		82 WOODWARD PAR	FARMINGDALE	NY	11735	N/A	1,100.00	6/30/2014	48	250	29	022	82 WOODWARD PKWY	FARMINGDALE	NY	11735	
I956		18 MICHELE TERR	MASSAPEQUA PK	NY	11762	9/28/2017	250.00	9/30/2014	53	174	15	023	18 MICHELE TER	MASSAPEQUA	NY	11758	
I975		148 EUCLID AVE	MASSAPEQUA	NY	11758	7/14/2017	100.00	9/30/2014	48	125	1353	023	148 EUCLID AVE	MASSAPEQUA	NY	11758	
I983		33 EMENER AVE	EAST MORICHES	NY	11940	N/A	1,350.00	9/30/2014	53	165	12	046	17 SOLOFF RD	MASSAPEQUA	NY	11758	
K107		74 CEDAR DR	FARMINGDALE	NY	11735	2/13/2018	400.00	11/30/2014	49	212	22	018	74 CEDAR DR	FARMINGDALE	NY	11735	
K166		163 FLORAL AVE	PLAINVIEW	NY	11803	10/25/2016	650.00	11/30/2014	46	155	44	021	163 FLORAL AVE	PLAINVIEW	NY	11803	
K218		4220 LUDWIG LN	BETHPAGE	NY	11714	N/A	4,206.25	11/30/2014	52	318	1	018	4220 LUDWIG LN	BETHPAGE	NY	11714	
K264		18 HOLMAN BLVD	HICKSVILLE	NY	11801	7/28/2017	300.00	11/30/2014	11	6	53	017	18 HOLMAN BLVD	HICKSVILLE	NY	11801	
K291		2 HERMAN AVE	HICKSVILLE	NY	11801	5/27/2015	500.00	11/30/2014	12	184	11	017	2 HERMAN AVE	HICKSVILLE	NY	11801	
K677		19 ARNOLD ST	HICKSVILLE	NY	11801	8/15/2017	1,300.00	7/27/2015	46	286	63	017	19 ARNOLD ST	HICKSVILLE	NY	11801	
K763		130 N HERMAN AV	BETHPAGE	NY	11714	3/6/2018	500.00	7/27/2015	49	293	30	021	130 HERMAN AVE	BETHPAGE	NY	11714	
K810		85 BERKSHIRE RD	BETHPAGE	NY	11714	N/A	725.00	8/31/2015	46	502	16	021	85 BERKSHIRE RD	BETHPAGE	NY	11714	
L117		69 MAPLE AVE	LOCUST VALLEY	NY	11560	7/4/2017	406.25	12/31/2015	29	1003	4	004	69 MAPLE AVE	LOCUST VALLEY	NY	11560	
L302		41 NEARWATER AV	MASSAPEQUA	NY	11758	N/A	700.00	8/31/2016	66	82	18	023	41 NEARWATER AVE	MASSAPEQUA	NY	11758	

21,677.61



WHEREAS, MOM REALTY II LLC, fee owner, petitioned the Town Board of the Town of Oyster Bay ("Town Board") for Modification of Restrictive Covenants and/or Modification of Conditions imposed pursuant to Resolution No. 656-80, in connection with the expansion of an existing building for a warehouse and self-storage facility on premises located in a Light Industrial (LI) Zoning District, located on the northwest corner of Crossways Park Drive West and Media Crossways, Woodbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 196, Lot 19, on the Land and Tax Map of Nassau County; and

WHEREAS, by Resolution No. 676-2018, adopted on October 16, 2018, the Town Board of the Town of Oyster Bay adopted a Negative Declaration with respect to the Petition of MOM REALTY II LLC, fee owner; and

WHEREAS, by Resolution No. 676-2018, the Town Board, granted the application of MOM REALTY II LLC, for Modification of Restrictive Covenants and/or Modification of Conditions pursuant to Resolution No. 656-80, subject to receipt of the recommendation of the Nassau Planning Commission, for local determination, by November 30, 2018; and

WHEREAS, The Nassau County Planning Commission by Resolution No. 10270-18, adopted on October 18, 2018, recommended that the Town Board of the Town of Oyster Bay may take action as it deems appropriate with respect to the application, without modification.

NOW, THEREFORE, BE IT RESOLVED, That Resolution No. 676-2018 is amended to the extent that the Petition of MOM REALTY II LLC, fee owner, for Modification of Restrictive Covenants and/or Modification of Conditions imposed pursuant to Resolution No. 656-80, in connection with the expansion of an existing building for a warehouse and self-storage facility on premises located in a Light Industrial (LI) Zoning District, located on the northwest corner of Crossways Park Drive West and Media Crossways, Woodbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 196, Lot 19, on the Land and Tax Map of Nassau County, is hereby GRANTED, without condition.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Environmental Resources

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 854-2017, adopted on December 12, 2017, the Town Board authorized the Department of Public Works to enter into an agreement with John A. Grillo, Architect, P.C. to provide engineering services in connection with On-Call Contract No. PWC07-18, for a two (2) year period, from January 1, 2018 through December 31, 2019; and

WHEREAS, John A. Grillo, Architect, P.C., by letter dated October 9, 2018, described the scope of work to be performed under Contract No. PWC07-18, in an amount not to exceed \$147,000.00, in connection with providing On-Call Engineering Services related to the completion of design documents, bid and construction administration and construction inspection regarding the replacement of two synthetic turf fields located at John J. Burns Park, in Massapequa, and Cpl. Kevin T. Kolm Memorial Park (Triangle Park) in Hicksville; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated October 17, 2018, requested Town Board authorization for John A. Grillo, Architect, P.C. to provide the aforesaid On-Call Engineering Services under Contract No. PWC10-18, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$147,000.00 for this purpose; and

WHEREAS, funds in the amount of \$147,000.00 to satisfy said engineering costs are available in Account No. PKS H 7197 20000 000 1209 001,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and John A. Grillo, Architect, P.C. is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC07-18, On-Call Engineering Services Relative to Construction Management, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$147,000.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1209 001 for the hereinabove set forth project, and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account PKS H 7197 20000 000 1209 001.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Parks

Reviewed By
Office of Town Attorney

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701

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO


OCTOBER 15, 2018


TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICES RELATIVE TO CIVIL ENGINEERING
SYNTHETIC TURF FIELD REPLACEMENT AT JOHN J. BURNS PARK AND
CPL. KEVIN T. KOLM MEMORIAL PARK
CONTRACT NO. PWC07-18
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on October 30, 2018 to take action on On-Call Engineering Services Relative to Civil Engineering of the Replacement of Synthetic Turf at John J. Burns Park at Cpl. Kevin T. Kolm Memorial Park.


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



RWL/JCT/MR 

cc: Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks

PWC07-18 JAG Save A Space burns and triangle park turf

19

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 17, 2018

TO : MEMORANDUM DOCKET

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

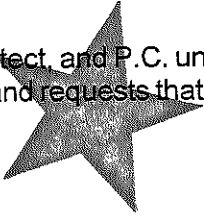
SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO.19
DOCKET OF OCTOBER 16, 2018
ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC07-18
CIVIL ENGINEERING
ACCOUNT NO.: PKS H 7197 20000 000 1209 001
PROJECT ID NO. 1209-TWNA-23


In furtherance to Item No. 19 of the docket of October 16, 2018, the consultant, John A. Grillo, Architect, P.C., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC07-18 by Resolution No. 854-2017 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated October 9, 2018 from John A. Grillo, Architect, P.C., regarding the scope of work to be performed in an amount not to exceed \$147,000.00. Services to be provided include completion of design documents, bid and construction administration and construction inspection regarding the replacement of two synthetic turf fields located at John J. Burns Park and Cpl Kevin T. Kolm Memorial Park.

Attached is an availability of funds in the amount of \$147,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 1209 001 Project ID. 1209-TWNA-23.

It is hereby requested that the Town Board authorize, by Resolution John Grillo, Architect, and P.C. under Contract No. PWC07-18, On-Call Technical Assistance Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.




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

 RWL/PCT/MR/BK/nm

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph G. Pinto, Commissioner/Parks
Kathy Stefanich, Administrative Division/DPW

PWC07-18 Docket 147000 JAG Burns & Triangle Park Turf Replacement

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO


OCTOBER 15, 2018

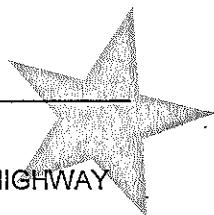
TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICES RELATIVE TO CIVIL ENGINEERING
SYNTHETIC TURF FIELD REPLACEMENT AT JOHN J. BURNS PARK AND
CPL. KEVIN T. KOLM MEMORIAL PARK
CONTRACT NO. PWC07-18
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on October 30, 2018 to take action on On-Call Engineering Services Relative to Civil Engineering of the Replacement of Synthetic Turf at John J. Burns Park at Cpl. Kevin T. Kolm Memorial Park.


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



RWL/JCT/MR 

cc: Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks

PWC07-18 JAG Save A Space burns and triangle park turf

1009 TWA-23

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 10, 2018

TO : JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

FROM : JOHN C. TASSONE, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

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

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC07-18
ON-CALL CIVIL ENGINEERING
JOHN A. GRILLO, ARCHITECT, P.C.

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$147,000.00.


Funds are required for design, bid, and construction inspection services regarding the replacement of two synthetic turf fields at John J. Burns Park and Triangle Park, as per the attached letter from John A. Grillo, Architect, P.C., dated October 9, 2018.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$147,000.00 and Resolution No. 854-2017 authorizing John A. Grillo, Architect, P.C. for on-call services.

If you have any questions, please contact Brian Kunzig, Division of Engineering, at extension 5741.



JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS



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

RWL:JCT:MR:BK:lk

Attachments

c: Kathleen Stefanich, Administration/DPW
PWC07-18 AVAIL 147000 JAG



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



Requesting Division/Department

Parks

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

Contract Number PWC07-18
Contract Period January 1, 2018 through December 31, 2019
Consultant/Contractor John Grillo, Architect, P.C.
Discipline Civil Engineering
Total Authorization \$189,175.00
Resolution No. 854-2017 Date 12/12/2017
Funded To Date \$42,175.00
Amount Requested \$147,000.00
Account To Be Used PKS - H-7197-20000-000-1209-001 ¹²⁰⁹ PAID 1209-TWNA-
23

If Capital Account, State The Related Contract Number: DP18-182

Description Of Work

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

Funds are required for design, bid, and construction inspection services

regarding the replacement of two synthetic turf fields.

Work To Be Completed In Contract Period:

Yes ☒ No ☐

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

Required Insurances Are In Effect:

Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect:

Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

Signature

Title

Date

[Signature]
Commissioner / Parks
10/15/18

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title

Date

[Signature]
Commissioner of Public Works
10/10/18

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested

Unencumbered Balance

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

Yes ☒ No ☐

Signature

Date

147,000.00
157,287.51
[Signature]
10/17/18



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2018

Contract No. PWC07-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

John A. Grillo, Architect, P.C.

1213 Main Street

Port Jefferson, NY 11777

Requesting Town Department Parks

Contact Brian Kunzig Phone 677-5741

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

Funds are required for design, bid, and construction inspection services

regarding the replacement of two synthetic turf fields.

This work order shall not exceed \$ 147,000.00

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

Requesting Division/Department

Department Of Public Works Approval
Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title Commissioner/Parks

Commissioner of Public Works

Date 10/15/18

Date 10/10/18



TEL: (631) 476-2161

FAX: (631) 476-9846

October 9, 2018

Mr. Richard Lenz
Commissioner of Public Works/ Highways
Town of Oyster Bay
150 Miller Place
Syosset, New York 11791

RE: Synthetic Turf Field Replacement
Mustang Field @ John J. Burns Park &
Triangle Park in Hicksville, New York
CONTRACT: PWC07-18

Dear Commissioner Lenz:

As per my conversation with Mr. John Tassone on October 2, 2018, JAG Architect PC was requested to design the Replacement Turf Fields, as referenced above.

I. SCOPE OF SERVICES

It is our understanding that JAG will provide Design, Recommendation of Bid and Construction Inspection & Quality Control, in accordance with our On-Call Agreement with the Town for Civil Engineering Services. To facilitate this project, we envision the following Tasks:

A. DESIGN

Conceptual Design: Develop a conceptual plan and graphics for presentation to the Town.


Preparation of Contract Documents: Upon Town approval of the Preliminary Plans, JAG will advance the plans into a complete set of Contract Documents suitable for the solicitation of contractor's bid. The Documents will include final working drawings, technical specifications and a Final Engineer's Estimate of Probable Construction Costs. In addition, JAG will prepare a Contract book inclusive of a Notice to Bidders, General and Special Conditions, Town Boilerplates, Bid Sheets, Town forms, etc.

B. BID PHASE

This work will consist of attending the bid opening, response to contractor's questions, preparing a bid tabulation, checking contractor's references and preparing a letter of award.

C. CONSTRUCTION

General Services: This work will consist of project management, shop drawing review, clarification during construction, change order review, payment application review and approval, etc.

Field Inspection & Quality Control: Inspection services will consist of daily inspection, as required, of Contractor's work to ensure that the project is being constructed in accordance with the Contract Documents. The inspector shall maintain daily work logs, attend project meetings and inform the Town of progress. For the purposes of this proposal, we anticipate forty-five (45) days of construction, with anticipated start date in the Spring of 2019. Full time inspection will be provided only as needed. 

II. TECHNICAL ASSUMPTIONS

For this project, we assume the following technical assumptions:

- Topographic survey will not be required. JAG will use existing survey information acquired during the original design process, and U.S.G.S. mapping information. Final grades will be established in the field during construction.
- NYSDEC permit(s) will not be required.
- Storm Water Pollution Prevention Plan (SWPPP) will be required.

III. FEE SCHEDULE

JAG will perform the aforementioned Engineering Services as described in I. SCOPE OF SERVICES, for the Lump Sum Fee of One Hundred Forty-Seven Thousand Dollars (\$147,000.00) to be invoiced in accordance with our Town of Oyster Bay On-Call Agreement for Civil Engineering Services.

At this time, we request that the Town allocate \$1,270,000.00 to fund the construction cost of the project. We are pleased to provide services to the Town and look forward to the successful completion of the Synthetic Turf Fields. Please feel free to contact our office if you have any questions.

Very truly yours,



John M. Grillo
Architect

JMG/sf
cc: M. Russo
J. Tassone

Meeting of December 12, 2017

Resolution No. 854-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated November 27, 2017 and December 4, 2017, advised that on September 27, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC07-18; and

WHEREAS, in response to that Request for Proposals, fifteen (15) responses were timely received by the Department of Public Works, Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memoranda, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., to provide Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-18, for a two (2) year term commencing on January 1, 2018 through December 31, 2019

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-18 with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., in accordance with the provisions thereunder, for a two (2) year term, commencing on January 1, 2018 through and including December 31, 2019.

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

Reviewed By
Office of the Town Attorney
1/1/18

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 2, 2018, pursuant to Resolution No. 631-2018, 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 2019, 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, 2019; and be it further

RESOLVED, That a copy of said annual budget for 2019 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)	\$ 129,210,080
General Fund (Part Town)	\$ 12,666,472
Highway Fund	\$ 54,134,567
Drainage District Fund	\$ 2,785,082
Fire Protection Fund	\$ 8,245,291
Lighting District Fund	\$ 3,684,389
Park Districts Fund	\$ 44,838,177
Garbage Districts Fund	\$ 62,062,900
Public Parking Fund	\$ 8,348,698
Water Districts Fund	\$ 230,000
Solid Waste Disposal District Fund	\$ 25,016,543

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

Reviewed By
Office of Town Attorney

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 2019, for the Town of Oyster Bay, on October 30, 2018, 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 15, 2018.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Finance

DRAFT

PUBLIC NOTICE

PLEASE TAKE NOTICE That the Town Board did heretofore adopt Resolution No. 702A-2018, finalizing the Annual Budget for 2019, for Town Funds, and special districts, for the fiscal year commencing on January 1, 2019. Revenues, as estimated from tax levies and other various sources, will equal and provide funds for the following expenditures: General Fund (Full Town) - \$129,210,080.00; General Fund (Part Town) - \$12,666,472.00; Highway Fund - \$54,134,567.00; Drainage District Fund - \$2,785,082.00; Fire Protection Fund - \$8,245,291.00; Lighting District Fund - \$3,684,389.00; Park Districts Fund - \$44,838,177.00; Garbage Districts Fund - \$62,062,900.00; Public Parking Fund - \$8,348,698.00; Water Districts Fund - \$230,000.00; Solid Waste Disposal District Fund - \$25,016,543.00. Pursuant to the provisions of Town Law, the salaries of the following Town Officers are hereby specified as follows: Supervisor - \$140,000.00; Town Board Members (6) - \$57,500.00 each; Town Clerk \$102,000.00. The Town Budget for the fiscal year 2019, as duly adopted by the Town Board, and summary of the enacted Budget with supporting information and data are available for public inspection during normal business hours, commencing November 15, 2018 at the Office of the Town Clerk in Oyster Bay. TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH SALADINO, Town Supervisor, JAMES ALTADONNA, JR., Town Clerk.
DATED: , 2018, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

[Signature]

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 2, 2018, pursuant to Resolution No. 631-2018, 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 2019 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, 2019; and be it further

RESOLVED, That a copy of said annual budget for 2019 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	\$ 3,778,835
Water Districts Fund	\$ 24,233,249
Fire Districts Fund	\$ 36,995,839
Library Districts Fund	\$ 839,808
Garbage Districts Fund	\$ 1,778,950
Park Districts Fund	\$ 675,000

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

745
Reviewed By
Office of Town Attorney


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 2019, for the Town of Oyster Bay, on October 30, 2018, 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 15, 2018.

-#-

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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Nay
	Councilwoman Alesia	Aye
	Councilwoman Johnson	Aye
	Councilman Imbroto	Aye
	Councilman Hand	Aye
cc:	Supervisor	
	Town Attorney	
	Comptroller	
	Finance	

DRAFT

PUBLIC NOTICE

PLEASE TAKE NOTICE That the Town Board did heretofore adopt Resolution No. 702B-2018, finalizing the Annual Budget for 2019, for the various commissioner run special improvement districts within the Town of Oyster Bay, for the fiscal year commencing on January 1, 2019. Revenues, as estimated from tax levies and other various sources, will equal and provide funds for the following expenditures: Garbage Districts Fund - \$1,778,950.00; Sewer Districts Fund - \$3,778,835.00; Water Districts Fund - \$24,233,249.00; Fire Districts Fund - \$36,995,839.00; Library Districts Fund - \$839,808.00; Park Districts Fund - \$675,000.00. Pursuant to the provisions of Town Law the salaries of the following Town Officers are hereby specified as follows: Supervisor - \$140,000.00; Town Board Members (6) - \$57,500.00 each; Town Clerk \$102,000.00. The Town Budget for the fiscal year 2019 as duly adopted by the Town Board and summary of the enacted Budget with supporting information and data are available for public inspection during normal business hours, commencing November 15, 2018 at the Office of the Town Clerk in Oyster Bay. TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH SALADINO, Town Supervisor, JAMES ALTADONNA, JR., Town Clerk.
DATED: , 2018, Oyster Bay, New York.

7/27/18
Reviewed By
Office of Town Attorney



7/11/5
Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated October 18, 2018, advised that the Town commenced a landlord-tenant holdover proceeding against M Pire Land Rental Corp. ("M Pire") in order to evict M Pire from a 1.8 acre portion of the Town's Old Bethpage Solid Waste Disposal Complex (the "Property"); and

WHEREAS, in the course of the litigation, the parties negotiated a Termination Agreement pursuant to which M Pire agreed to vacate the Property by December 31, 2018 and to pay the Town the sum of \$24,524.73 in full satisfaction of accrued rent and utility charges to remediate the property; and

WHEREAS, by the aforementioned memorandum, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney requested and recommended that the Town Board authorize the Supervisor, or his designee, to execute the Termination Agreement and to further authorize the Office of the Comptroller to accept the sum of \$24,524.73 (according to the schedule set forth in the Termination Agreement), all being in the best interests of the Town,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is authorized to execute the Termination Agreement and the Office of the Comptroller is authorized to accept the sum of \$24,524.73 (according to the schedule set forth in the Termination Agreement)

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

TERMINATION AGREEMENT

THIS USE AND POSSESSION TERMINATION AGREEMENT (this "Agreement") made this ____ day of August, 2018 by and between TOWN OF OYSTER BAY ("Landlord") and M-PIRE LAND RENTAL CORP. ("Tenant").

RECITALS:

WHEREAS, pursuant Town of Oyster Bay Contracts HRR 08-972 and HRR 13-089 (collectively, the "Agreements"), Tenant and/or its predecessor(s) in interest or affiliated corporation(s) was authorized to use and occupy certain premises located at 101 Bethpage Road, Old Bethpage, New York, more particularly described as Section 47, Block 153, Lot 8 on the Land and Tax Map of Nassau County (the "Premises") for the purpose of storing equipment or material necessary to perform work under the Agreements, and

WHEREAS, the Agreements have expired and/or work has been completed by the Tenant, and the Landlord therefore elected to terminate Tenant's use and occupancy of the Premises, without prejudice or waiver of any of the Landlord's rights or interests to the Premises, and

WHEREAS, to resolve a certain landlord-tenant holdover proceeding commenced by the Landlord in the Nassau County District Court, Tenant now desires to vacate and surrender the Premises and security deposit unto Landlord and Landlord has agreed to such termination on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the above preambles which, by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Effective as of 12:00 p.m., December 31, 2018, (the "Surrender Date") and subject to the agreements, representations, conditions, warranties and indemnities contained in this Agreement, the Tenant shall vacate and surrender the Premises, and Tenant remises, releases, quitclaims and surrenders to Landlord, its successors and assigns, all of the estate and rights of Tenant in and to the Agreements and the Premises and Tenant forever releases and discharges Landlord from any and all claims, demands or causes of action whatsoever against Landlord or its successors and assigns arising out of or in connection with the premises or the Agreements and forever releases and discharges Landlord from any obligations to be observed or performed by Landlord under the Agreements.

2. Subject to the agreements, representations, warranties and indemnities contained in this Agreement, Landlord agrees to accept the surrender of the Premises after the Surrender Date and, effective as of the Surrender Date, forever releases and discharges Tenant from any obligations to be observed and performed by Tenant under the Agreements after the Surrender Date (subject to Paragraph 6 below), and

3. On or prior to the Surrender Date, Tenant shall:

Reviewed By
Office of Town Attorney
MA

(a) Vacate all buildings on the Premises and deliver the Premises free and clear of all other tenancies, vehicles, other mechanical equipment, drums, storage containers, and the like.

(b) Remove any and all structures placed at the Premises by Tenant during its use and occupancy of the Premises.

(c) Remove any and all debris and materials from the Premises, including, without limitation, sand, dirt, and rock piles.

(d) Remediate all environmental conditions that Tenant caused or created.

(e) Pay the Landlord a total of \$18,306.00 as accrued rent and \$6,218.73 for accrued utility costs, for a total of \$24,524.73, representing full and final payment for the Tenant's use and occupancy of the Premises following the termination of the Agreements. Payment shall be made according to the following schedule:

- a. Upon execution of this agreement, fifty (50) percent of the total amount due;
- b. Thereafter, \$3,065.59 on a monthly basis.
- c. Utility charges for the months of August through December shall be satisfied on or before the Surrender Date upon the Town's production of statements for such utilities.

5. Tenant represents and warrants that as of the date hereof (i) Tenant has not made any disposition, assignment, sublease, or conveyance of the Agreements or Tenant's interest therein; (ii) Tenant has no knowledge of any fact or circumstance which would give rise to any claim, demand, action or cause of action arising out of or in connection with Tenant's occupancy of and/or interest in the Premises; and (iii) no other person or entity has an interest in the Agreements, collateral or otherwise; and (iv) there are no outstanding contracts for the supply of labor or material and no work has been done or is being done in, to or about the Premises which as not been fully paid for and for which appropriate waivers of mechanic's liens have not been obtained.

6. Notwithstanding anything to the contrary contained herein, Tenant shall indemnify, defend (with counsel approved by Landlord) and hold Landlord harmless from and against any and all liabilities, obligations, damages (direct and/or consequential), penalties, sales taxes, claims, costs, charges and expenses (including, without limitation, attorneys' fees) which may be imposed upon, incurred by, or asserted against Landlord and arising, directly or indirectly, out of or in connection with the use, nonuse, possession, occupancy, condition, operation, maintenance or management of the Premises or any part thereof prior to and including the time immediately preceding the Surrender Date, any act or omission of Tenant or any of its assignees, concessionaires, agents, contractors, employees or invitees, any injury or damage to any person or property occurring in, on or about the Premises, or any part thereof, prior to and including the time immediately preceding the Surrender Date, or any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in the Agreements to be observed or performed by Tenant. In addition, Tenant hereby agrees to pay to Landlord for each day Tenant retains possession of the Premises or any part

thereof after the Surrender Date all damages, consequential as well as direct, sustained by Landlord by reason of such retention.

7. This Agreement shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors, assigns and related entities. Any term that is capitalized but not defined in this Agreement that is capitalized and defined in the Agreements shall have the same meaning for purposes of this Agreement as it has for purposes of the Agreements.

8. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement on the day and year first above written.

LANDLORD:

TOWN OF OYSTER BAY

By: _____

Name:

Title:

TENANT:

M-PIRE LAND RENTAL CORP.

By: _____

Name: Carolyn Lizza

Title: President


Reviewed By
Office of Town Attorney
MLR

ACKNOWLEDGEMENTS
TERMINATION AGREEMENT

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

On the ____ day of _____ in the year 2018 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he has a principal place of business in Oyster Bay, New York; that he is Town Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to authorization of the Town Board of the Town of Oyster Bay.

NOTARY PUBLIC

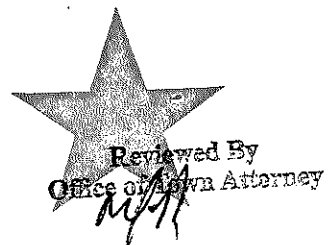
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 1st day of October, in the year 2018 before me personally came Cardyn Lina to me personally known, who, being by me duly sworn, did depose and say that he is the President of M Pire Land Rental Corp., the corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority as the President of M Pire Land Rental Corp.



NOTARY PUBLIC

JOHN C ARDITO
Notary Public - State of New York
No. 01AR632174S
Qualified in Nassau County
My Commission Expires Mar. 23, 2019



M-PIRE LAND RENTAL CORP 07-15
255 VISTA DR
JERICHO NY 11753

161

1-1367/260
422

10/1/18

Date

Pay to the
Order of

Superior Twin of Oyster Bay

\$ 12,262.36

Twelve thousand two hundred sixty two dollars

Dollars



Security
Features
Details on
Back

Thirty six cents



Bank

America's Most Convenient Bank®

For

200 Winding Rd - Rent

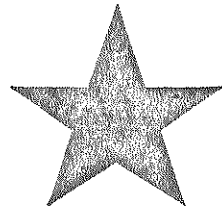
KL

MP

0161

Holland-Clarke

TD Bank, N.A.



26

704

Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : October 18, 2018

SUBJECT: Litigation Settlement Authorization
Town of Oyster Bay v. M Pire Land Rental Corp.

On July 4, 2018, this Office commenced a landlord-tenant holdover proceeding in Nassau County District Court. The purpose of that proceeding was to evict the Respondent M Pire Land Rental Corp. ("M Pire") from a portion of the premises located at the Town's Old Bethpage Solid Waste Disposal Complex. M Pire had been occupying a certain 1.8 acre portion of that property pursuant to the terms of Town Contracts HRR 08-972 and HRR 13-089 (the "Contracts").

Under the terms of the Contracts, M Pire was permitted to utilize the property for purposes of storing equipment and/or materials in connection with the work that M Pire was performing for the Town under the Contracts. Upon the expiration of the Contracts, M Pire was obligated to vacate the property. It did not.

Consequently, the holdover proceeding was commenced, in which the Town sought M Pire's eviction from the property. In order to settle the proceeding, the parties negotiated a Termination Agreement under which M Pire agreed to vacate the property by December 31, 2018, agreed to remediate the property, and pay the Town a sum of \$24,524.73 (representing accrued rent and utility charges).

Town Board authorization is hereby requested to authorize the Supervisor, or his designee, to execute the Termination Agreement (attached) and to authorize the Office of the Comptroller to accept the sum of \$24,524.73 (according to the schedule set forth in the Termination Agreement) in full satisfaction of accrued rent and utility charges. It is this Office's opinion that such settlement is fair, just, and in the best interests of the Town.

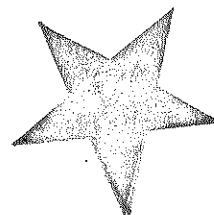
Accordingly, kindly suspend the rules and place this item on the October 30, 2018 action calendar



JOSEPH NOCELLA
TOWN ATTORNEY

Matthew M. Rozea
Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment
2018-6642
cc: Town Attorney (with 7 copies)

S:\Attorney\RESOS 2018\MD & Reso\M Pire Settlement MMR.docx



 Reviewed By
Office of Town Attorney


WHEREAS, Hon. Lawrence Schmidlapp, Mayor, Incorporated Village of Centre Island, by letter dated October 8, 2018, requested to enter into an Inter-Municipal Agreement with the Town of Oyster Bay under which the Town would provide sand and salt to the Village; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated October 15, 2018, recommended that the Town enter into an Inter-Municipal Agreement under which the Town would provide sand and salt to said Village for the 2018/2019 Winter, from October 30, 2018 until April 30, 2019, to better serve the residents of the Town; and

WHEREAS, the Incorporated Village of Centre Island will pay the Town at the same rate that the Town purchases the sand and salt; and

WHEREAS, the Village will pick-up the materials at the Town yards and be responsible for the disposal of all debris and/or excess materials generated,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor is hereby authorized to enter into and execute an Inter-Municipal Agreement with the Incorporated Village of Centre Island for the period from October 30, 2018 until April 30, 2019.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway

INTER-MUNICIPAL AGREEMENT

DATED: , 2018

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF CENTRE ISLAND, a municipal corporation, having its principal business address at 303 Centre Island Road, Centre Island, N.Y. 11771, hereinafter called the "VILLAGE",

W I T N E S S E T H:

WHEREAS, the VILLAGE has requested to enter into an Agreement with the TOWN to purchase sand and salt to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in its operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used by the Village in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset and the Carman Mill Yard in Massapequa, N.Y.

SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the same rate at which the Town purchased the sand and salt, at a per yard fee.


FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the Town Attorney or Village representative, as the case may be.

SIXTH: This agreement shall terminate on April 30, 2019 unless extended by mutual agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:


Assistant Town Attorney

TOWN OF OYSTER BAY

BY _____
Supervisor



INCORPORATED VILLAGE OF CENTRE ISLAND

BY: _____
Mayor

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

On this day of , 2018, before me personally came JOSEPH S. SALADINO, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

[illegible]

On this day of , 2018, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at _____, New York, that he is the _____ of the INCORPORATED VILLAGE OF CENTRE ISLAND, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

RUL

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

October 15, 2018

TO: JOSEPH NOCELLA, TOWN ATTORNEY

ATTENTION: THOMAS M. SABELLICO, DEPUTY TOWN ATTORNEY

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAYS

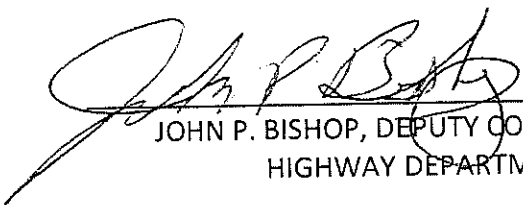
SUBJECT: THE INCORPORATED VILLAGE OF CENTRE ISLAND REQUESTS AN
INTER-MUNICIPAL AGREEMENT FOR SAND/SALT DURING 2018/2019
WINTER MONTHS FROM THE HIGHWAY DEPARTMENT

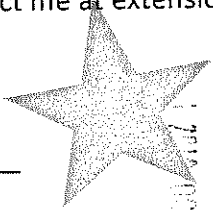
Attached, please find a letter from the Mayor of the Incorporated Village of Centre Island, Lawrence Schmidlapp.

The Incorporated Village of Centre Island is looking to enter into an inter-municipal agreement with the Highway Department to purchase sand and salt for the Village during inclement weather. The Village is requesting this agreement to occur during the 2018/2019 winter months.

Please review the Mayor's letter and apprise the Highway Department with the details of this agreement.

If you have any further questions regarding this, please feel free to contact me at extension 5770.


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



NOV 15 2018
11:03 AM
COMMUNICATIONS SECTION

JPB/km
Att.

THE INCORPORATED VILLAGE OF CENTRE ISLAND

303 CENTRE ISLAND ROAD
CENTRE ISLAND, NY 11771
(516) 922-0606
FAX: (516) 922-4708

RECEIVED
TOWN OF OYSTER BAY
OCT 10 2018
10:10 AM

Rdm

OFFICE OF THE MAYOR

October 8, 2018

Mr. John Bishop
Deputy Commissioner of Highways
150 Miller Place
Syosset, NY 11791

Dear Mr. Bishop,

The Village of Centre Island is once again requesting to renew our salt and sand inter-municipal agreement between the Village and the Town of Oyster Bay for the upcoming 2018-2019 winter season.

Please let me know if you need any additional information.

Sincerely,



Lawrence C. Schmidlapp
Mayor



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Town of Oyster Bay Inter-Departmental Memo

705

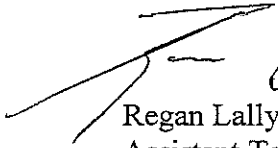
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : October 22, 2018
SUBJECT: Inter-Municipal Agreement with the Incorporated Village of
Centre Island for Sand and Salt

Hon. Lawrence Schmidlapp, Mayor, Incorporated Village of Centre Island, by letter dated October 8, 2018, requested to enter into an Inter-Municipal Agreement with the Town of Oyster Bay, whereby the Town will provide sand and salt to the Village for use in the event of a snowfall.

John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated October 15, 2018, recommended that the Town Board authorize the Town to enter into such an Inter-Municipal Agreement (in the form annexed) with the Incorporated Village of Centre Island to provide said sand and salt on request, at the same purchase rate as that purchased by the Town. The Village will be responsible for picking-up the sand and salt, and for the disposal of all excess material.

Please place the matter on the action calendar for October 30, 2018.

JOSEPH NOCELLA
TOWN ATTORNEY


Regan Lally
Assistant Town Attorney

RUL:ba
Enclosure
Town Attorney (w7/copies)


 Reviewed By
 Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E. Commissioner, Department of Public Works/Highway, by memorandum dated September 20, 2018, advised that Lockwood, Kessler & Bartlett, Inc., by letter dated September 13, 2018, has made a final inspection of the work performed under Contract No. H16-142PH3, Construction of Highway Improvements to the Smith Street Area in Glen Head, New York, and has certified that the Contractor, Rosemar Contracting Inc., P.O. Box 16, Patchogue, New York 11772, has complied with all of the requirements of the Contract, and said Commissioner, Department of Public Works/Highway, concurs with Lockwood, Kessler & Bartlett, Inc., that this Contract be accepted as having been completed, and that final payment be made to the Contractor; and

WHEREAS, during the Construction Phase of Contract No. H16-142PK3, it was found necessary to decrease the amount of this Contract due to decreased quantities for a total net decrease of \$77,647.55; and

WHEREAS, final construction costs were in the amount of \$233,117.55; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, by memoranda dated August 21, 2018 and August 16, 2018, respectively, have stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this Contract; and

WHEREAS, the Department of Highways, by memorandum dated September 17, 2018, concurs with the recommendation of final acceptance for this project,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, concerning quantity decrease, and that Contract No. H16-142PH3 be accepted as being complete, at a final construction cost of \$233,177.55, are hereby accepted and approved and the Office of the Comptroller is hereby authorized and directed to make final payment for same to Rosemar Contracting, Inc., in accordance with the applicable terms and provisions of the Contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway
General Services

15

TOWN OF OYSTER BAY

655

INTER-DEPARTMENTAL MEMO

September 20, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: QUANTITY DECREASE, ACCEPTANCE AND FINAL PAYMENT
CONSTRUCTION OF HIGHWAY IMPROVEMENTS TO THE SMITH STREET AREA
GLEN HEAD, NEW YORK
CONTRACT NO. H16-142PH3

Attached is a letter with backup, from Lockwood, Kessler, & Bartlett, Inc. dated September 13, 2108 concerning decreases in quantities with a total net decrease in the amount of \$77,647.55. Said decreases are explained by the consultant in this correspondence and further described as per the attached tabulation.


Attached herewith is:

1. A letter dated September 13, 2018 from Lockwood, Kessler and Bartlett, Inc. recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for Rosemar Contracting Inc. dated August 23, 2018.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Highway concurring with final acceptance.

Work under this contract was directed to proceed as of June 18, 2018 to be completed within 60 calendar days on August 16, 2018. Actual work was completed on June 28, 2018.

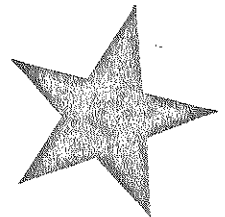
Final construction costs amount to \$233,117.87.

We hereby concur with \$233,117.87 that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.


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


RWL/JCT/MR/HAS/lk
Attachments

cc: Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Kathy Stefanich, Public Works
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commissioner/Highway
H16-142ph3 DOCKET Final Accept





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

September 13, 2018
(LKB No. 2016-0093)

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

Attn: Mr. Hans Stronstad

RE: Smith Street Area Highway Improvements – Phase 3 & Final, Glen Head
Contract No.: H16-142-PH3
Final Report: Contractor's Final Acceptance

Gentlemen:

Rosemar's original Claim No. 3 (Final) including our Engineer's Certification for the above referenced project was transmitted to the Town on September 4, 2018. A copy is enclosed.

The Town's directed start date for Construction of this project was June 18, 2018 with a scheduled completion date of August 16, 2018. Construction was substantially completed on June 28, 2018.

The final quantities are based on the actual field measurements of the completed work, and no quantity increases or change orders occurred or were necessary for the successful completion of the work.

As indicated in the final claim and the Engineer's Certificate that accompanied it, the final contract amount is \$233,117.87, which is a decrease of \$77,647.55 to the estimated contract amount.

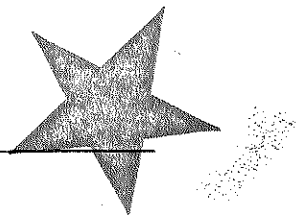
The contract was composed of 26 pay items. Of this total, 5 items had no differences between as-bid and as-built quantities, there were no increases to as-bid quantities, and there were 21 items with decreased quantities.

The following are breakdowns and explanations for the decreased quantities:

Item 2 – Unclassified Excavation			
	Quantity (CY)	Bid Price	Cost
Installed	25.32	\$70.00	\$1,772.40
As-Bid	50.00		\$3,500.00
Difference	-24.68		-\$1,727.60
Addition (contingency) amount included in as-bid quantity was not needed.			

Item 2U – Undercut			
	Quantity (CY)	Bid Price	Cost
Installed	0	\$35.00	\$0
As-Bid	600		\$21,000.00
Difference	-600		-\$21,000.00
A contingency item that was not needed.			

AN EQUAL OPPORTUNITY EMPLOYER



Item 4A – Cement Concrete Pavement and Gutter Removal			
	Quantity (SY)	Bid Price	Cost
Installed	0	\$20.00	\$0
As-Bid	50		\$1,000.00
Difference	-50		-\$1,000.00
A contingency item that was not needed.			

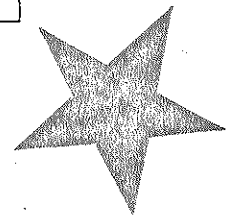
Item 4C – Sawcut of Concrete			
	Quantity (LF)	Bid Price	Cost
Installed	0	\$5.00	\$0
As-Bid	80		\$400.00
Difference	-80		-\$400.00
A contingency item that was not needed. The pavement meeting edges created by milling machine was acceptable.			

Item 4D-1 - Sawcut and Seal Bituminous Concrete Pavement			
	Quantity (LF)	Bid Price	Cost
Installed	0	\$2.50	\$0
As-Bid	250		\$625.00
Difference	-250		-\$625.00
A contingency item that was not needed. Pavement meet edge created by milling machine was acceptable.			

Item 12B-12DIP - Ductile Iron Pipe			
	Quantity (LF)	Bid Price	Cost
Installed	37	\$70.00	\$2,590.00
As-Bid	40		\$2,800.00
Difference	-3		-\$210.00
As measured in place.			

Item 15DWX-8 - Furnish and Install Precast Concrete Diffusion Well - 8 foot diameter			
	Quantity (LF)	Bid Price	Cost
Installed	16	\$1,000.00	\$16,000.00
As-Bid	24		\$24,000.00
Difference	-8		-\$8,000.00
As measured in place.			

Item 26X – Cement Concrete Curb			
	Quantity (LF)	Bid Price	Cost
Installed	36	\$100.00	\$3,600.00
As-Bid	60		\$6,000.00
Difference	-24		-\$2,400.00
As measured in place.			



Item 36-2A-1B – Asphalt Binder Course			
	Quantity (TON)	Bid Price	Cost
Installed	12.52	\$250.00	\$3,130.00
As-Bid	15		\$3,750.00
Difference	-2.48		-\$620.00
As measured in place.			

Item 36-2A-1W – Bituminous Macadam Plant Mix, Type 2A			
	Quantity (TON)	Bid Price	Cost
Installed	995	\$100.00	\$99,500.00
As-Bid	1000		\$100,000.00
Difference	-5		-\$500.00
As measured in place.			

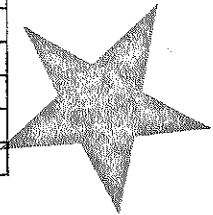
Item 36-2A-1X – Asphalt Binder Course			
	Quantity (TON)	Bid Price	Cost
Installed	0	\$100.00	\$0.00
As-Bid	100		\$10,000.00
Difference	-100		-\$10,000.00
Was meant to be used in undercut areas, but undercut was not necessary.			

Item 363X - Furnish and Apply Calcium Chloride			
	Quantity (TON)	Bid Price	Cost
Installed	0	\$300.00	\$0.00
As-Bid	5		\$1,500.00
Difference	-5		-\$1,500.00
No roadway dust problem, so not used.			

Item 366T - Thermoplastic Reflectorized Pavement Markings			
	Quantity (LF)	Bid Price	Cost
Installed	737	\$1.50	\$1,105.50
As-Bid	1000		\$1,500.00
Difference	-263		-\$394.50
No roadway dust problem, so not used.			

Item 375 -- Bituminous Tack Coat			
	Quantity (SY)	Bid Price	Cost
Installed	7,939	\$0.35	\$2,778.65
As-Bid	8,700		\$3,045.00
Difference	-761		-\$266.35
No roadway dust problem, so not used.			

Item 393 – Test Holes			
	Quantity (EA)	Bid Price	Cost
Installed	12	\$225.00	\$2,700.00
As-Bid	20		\$4,500.00
Difference	-8		-\$1,800.00
Used as deemed necessary. As measured in place..			



Item 396X -- Planting Sod - Supplied			
	Quantity (SY)	Bid Price	Cost
Installed	33.33	\$30.00	\$999.90
As-Bid	40		\$1,200.00
Difference	-6.67		-\$200.10
As measured in place.			

Item 398X - Dense Graded Aggregate Base Course			
	Quantity (CY)	Bid Price	Cost
Installed	13.4	\$100.00	\$1,340.00
As-Bid	20		\$2,000.00
Difference	-6.60		-\$660.00
As measured in place.			

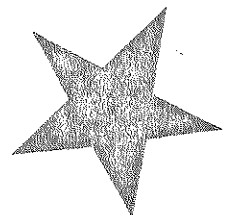
Item 398XX - Dense Graded Aggregate Base Course			
	Quantity (CY)	Bid Price	Cost
Installed	0	\$40.00	\$0
As-Bid	500		\$20,000.00
Difference	-500		-\$20,000.00
Was meant to be used in undercut areas, but undercut was not necessary.			

Item 503 – Milling and Grinding			
	Quantity (SY)	Bid Price	Cost
Installed	7,939	\$4.00	\$31,756.00
As-Bid	8,200		\$32,800.00
Difference	-261		-\$1,044.00
As measured in place.			

Item 514 - Furnish Self-Propelled Street Sweeper W/Operator			
	Quantity (HR)	Bid Price	Cost
Installed	0	\$200.00	\$0
As-Bid	24		\$4,800.00
Difference	-24		-\$4,800.00
A contingency item that was not needed.			

Item 575 - Silt Protection for Curb Inlets			
	Quantity (EA)	Bid Price	Cost
Installed	0	\$250.00	\$0
As-Bid	2		\$500.00
Difference	-2		-\$500.00
A contingency item that was not needed.			

TOTAL UNDER-RUN: \$77,647.55



Richard W. Lenz, P.E.
September 13, 2017

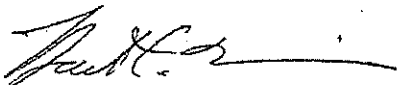
Page 5 of 5
H16-142-PH3

A final inspection of the project has been performed by this office and representatives of the Town. Subsequently, all punch list work has been satisfactorily completed.

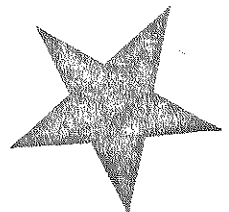
Rosemar Contracting has previously submitted the maintenance bond to the Town of Oyster Bay for the full value of the work, and has successfully completed all contract work. Therefore, subject to the Town Attorney's approval of the various legal aspects of this project, we recommend final acceptance of this contract, and final payment be made to Rosemar Contracting, Inc. in accordance with their invoice no. 3 (Final).

We trust that you will find the documentation is in order. However, if you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,
Lockwood Kessler & Bartlett, Inc.



Bart A. Marino, PE
Project Manager.



TOWN OF OYSTER BAY
Engineer's Certificate
DEPARTMENT OF PUBLIC WORKS
 150 Miller Place, Syosset, NY 11791

Contractor: Rosemar Contracting
 P.O. Box 16
 Patchogue, NY 11772

Project Name:
 Construction of Highway Improvements
 to the Smith Street Area (Phase 3)

DATE: August 23, 2018

Engineer: Lockwood Kessler & Bartlett, Inc.
 1 Aerial Way
 Syosset, NY 11791

Estimate No. 3 (Final)

TOB Contract No.: H16-142-PH3

ITEM NO.	DESCRIPTION	MAXIMUM CONTRACT VALUES				WORK PERFORMED TO DATE	
		QUANT.	UNIT	UNIT PRICE	DOLLAR AMOUNT	QUANT.	DOLLAR AMOUNT
2	Unclassified Excavation	50	CY	\$70.00	\$3,500.00	25.32	\$1,772.40
2U	Undercut	600	CY	\$35.00	\$21,000.00	0	\$0.00
4A	Cement Concrete Pavement and Gutter Removal	50	SY	\$20.00	\$1,000.00	0	\$0.00
4C	Sawcut of Concrete	80	LF	\$5.00	\$400.00	0	\$0.00
4D-1	Sawcut and Seal Bituminous Concrete Pavement	250	LF	\$2.50	\$625.00	0	\$0.00
12B-12DIP	Ductile Iron Pipe	40	LF	\$70.00	\$2,800.00	37	\$2,590.00
13DX	Catch Basin, Type DX	2	EA	\$10,000.00	\$20,000.00	2	\$20,000.00
15DWX-8	Furnish and Install Precast Concrete Diffusion Well - 8 foot diameter	24	LF	\$1,000.00	\$24,000.00	16	\$16,000.00
15DWX-8C	Furnish and Install 8' Diameter Precast Conical Section Including Chimney	2	EA	\$2,000.00	\$4,000.00	2	\$4,000.00
26X	Cement Concrete Curb	60	LF	\$100.00	\$6,000.00	36	\$3,600.00
36-2A-1B	Asphalt Binder Course	15	TON	\$250.00	\$3,750.00	12.52	\$3,130.00
36-2A-1W	Bituminous Macadam Plant Mix, Type 2A	1,000	TON	\$100.00	\$100,000.00	995	\$99,500.00
36-2A-1X	Asphalt Binder Course	100	TON	\$100.00	\$10,000.00	0	\$0.00
98X	Maintenance & Protection of Traffic	1	LS	\$38,595.42	\$38,595.42	1	\$38,595.42
363X	Furnish and Apply Calcium Chloride	5	TON	\$300.00	\$1,500.00	0	\$0.00
366T	Thermoplastic ReflectORIZED Pavement Markings	1,000	LF	\$1.50	\$1,500.00	737	\$1,105.50
375	Bituminous Tack Coat	8,700	SY	\$0.35	\$3,045.00	7939	\$2,778.65
393	Test Holes	20	EA	\$225.00	\$4,500.00	12	\$2,700.00
396X	Planting Sod - Supplied	40	SY	\$30.00	\$1,200.00	33.33	\$999.90
398X	Dense Graded Aggregate Base Course	20	CY	\$100.00	\$2,000.00	13.4	\$1,340.00
398XX	Dense Graded Aggregate Base Course	500	CY	\$40.00	\$20,000.00	0	\$0.00
500	Clean Existing Drainage System	50	LF	\$50.00	\$2,500.00	50	\$2,500.00
503	Milling and Grinding	8,200	SY	\$4.00	\$32,800.00	7939	\$31,756.00
514	Furnish Self-Propelled Street Sweeper W/Operator	24	HR	\$200.00	\$4,800.00	0	\$0.00

TOWN OF OYSTER BAY
Engineer's Certificate
DEPARTMENT OF PUBLIC WORKS
 150 Miller Place, Syosset, NY 11791

Contractor: Rosemar Contracting
 P.O. Box 16
 Patchogue, NY 11772

Engineer: Lockwood Kessler & Bartlett, Inc.
 1 Aerial Way
 Syosset, NY 11791

DATE: August 23, 2018

Project Name:
 Construction of Highway Improvements
 to the Smith Street Area (Phase 3)

Estimate No. 3 (Final)

TOB Contract No.: H16-142-PH3

		MAXIMUM CONTRACT VALUES				WORK PERFORMED TO DATE	
574	Silt Protection for Surface Inlets	3	EA	\$250.00	\$750.00	3	\$750.00
575	Silt Protection for Curb Inlets	2	EA	\$250.00	\$500.00	0	\$0.00
				Total:	\$310,765.42	Total:	\$233,117.87

Contract Start Date: 6/18/2018
 Actual Start Date: 6/18/2018
 Contract Completion Date: 8/16/2018
 Extended Completion Date:
 Actual Completion Date:
 The work covered by this
 estimate was performed as of: 7/30/2018

Original Contract Sum: \$310,765.42
 Net Change By Change Orders: \$0.00
 Quantity Increase/Decrease: \$0.00
 Contract Sum to Date: \$233,117.87
 Grand Total: \$233,117.87
 (completed and stored to date)
 Less 5% Retained: \$0.00
 Balance: \$233,117.87
 Less Previous Claims: \$221,461.98
 Amount of This Claim: \$11,655.89

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

Contractor: Linda Bianca
Name:

Title: President
Date: 8/27/18

Notary: Cynthia Bunch

Cynthia Bunch
 Notary Public State of NY
 No. 01-BU6033778
 Qualified in Suffolk County
 Term Expires 12/06/21

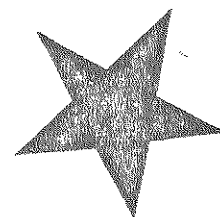
This is to certify that the work covered by this estimate has been performed in accordance with the contract drawings and construction specifications and payment is being made in accordance with the terms and conditions of this contract.

Recommended for payment by Engineer/Architect:

Name: Butcher, P.E.

Title: Project Manager

Date: 8/23/2018



JE
H.S.

TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

FROM: PAUL S. EHRLICH
DEPUTY TOWN ATTORNEY

DATE: AUGUST 21, 2018

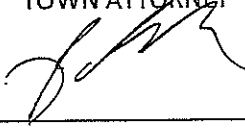
SUBJECT: FINAL ACCEPTANCE
CONSTRUCTION OF HIGHWAY IMPROVEMENTS TO THE SMITH STREET AREA, GLEN
HEAD, NEW YORK
CONTRACT NO. H16-142PH3 / ROSEMAR CONTRACTING INC.

In reply to your memorandum of August 14, 2018, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

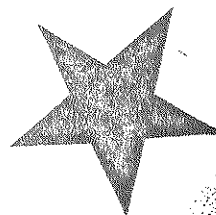
By copy of this memorandum, the Maintenance Bond No. 106901179 is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form."

JOSEPH NOCELLA, ESQ.
TOWN ATTORNEY

By: _____


Paul S. Ehrlich
Deputy Town Attorney

Cc: Comptroller
Town Clerk (with Bond)



TOWN OF OYSTER BAY

IT
Hans

Inter-Departmental Memo

August 16, 2018

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

From: STEVEN C. BALLAS, COMPTROLLER

**Subject: FINAL ACCEPTANCE
CONSTRUCTION OF HIGHWAY IMPROVEMENTS
TO THE SMITH STREET AREA
GLEN HEAD, NEW YORK
CONTRACT NO. H16-142-PH3**

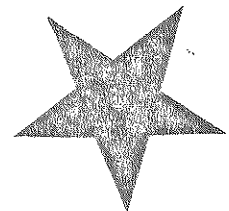
In response to your memo dated August 14, 2018, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.


STEVEN C. BALLAS
COMPTROLLER

Enclosure

SCB/cmw

cc: Town Attorney w/enclosure
John C. Tassone, Deputy Commissioner DPW w/enclosure ✓
Accounts Payable Division (2)
Reading File



Town of Oyster Bay
Inter-Departmental Memo

September 17, 2018

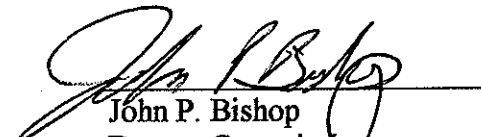
TO: Richard W. Lenz, P.E. Commissioner
Department Of Public Works / Highway

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

SUBJECT: Final Acceptance – Highway Improvements for Smith Street Area
Glen Head, New York
Contract No. H16-142PH3

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




John P. Bishop
Deputy Commissioner
Department Of Highways