Meeting of May 24, 2016

RESOLUTION NO. TF9-2016

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

ITEM NO.	DEPT.		FROM	
020-16	OTC	\$ 1,700.00	OTC A	1410 44100 000 0000
			TO	
		1,700.00	OTC A	1410 22000 000 0000

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) Town Clerk WHEREAS, Governor Andrew Cuomo signed into legislation, on March 16, 2012, Chapter 18 of the Laws of 2012, which amended portions of the Retirement and Social Security Law, Education Law and the Administrative Code of the City of New York; and

WHEREAS, on July 1, 2013, the New York State Voluntary Defined Contribution (VDC) option was made available to all newly hired unrepresented employees of New York State public employers who are paid an annual salary of \$75,000.00 or more as an alternative to the New York State and Local Retirement Systems, and the SUNY Optional Retirement Program was selected as the ideal model to accomplish this, and the Education Law was modified to allow this newly eligible class of non-SUNY public employees to participate in the VDC; and

WHEREAS, the VDC is a Defined Contribution plan, and such plans are retirement savings vehicles that provide benefits "defined" by employer and employee contributions to the plan and the investment earnings on those contributions, and all contributions and the subsequent earnings are credited to individual accounts for each plan participant, and the amount owed at retirement is based solely upon the account balance at the time of withdrawal, and TIAA-CREF Individual & Institutional Services, LLC, has been selected as the Third Party Administrator for the VDC, and will provide plan level operational support, remitter services to the other Authorized Investment Providers, compliance monitoring, and fiduciary support services; and

WHEREAS, John Canning, Commissioner of Human Resources, by memorandum dated April 27, 2016, respectfully requests Town Board authorization to begin offering the VDC plan to eligible Town employees, and Town Board authorization permitting the Comptroller to begin payroll deductions, reporting and other means necessary to enable employees who meet the requirements for participation in the VDC to elect and participate in the new plan.

NOW, THEREFORE, BE IT RESOLVED, That the above request is hereby accepted and approved, and the VDC plan may be offered to eligible Town employees, and the Comptroller is hereby authorized to begin payroll deductions, reporting and other means necessary to enable employees who meet the requirements for participation in the VDC to elect and participate in the new plan.

-#-

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	Ave

cc: Supervisor
Town Attorney
Comptroller (2)
Human Resources

Town of Oyster Bay Inter-Departmental Memorandum

April 27, 2016

TO:

Memorandum Docket

FROM:

John Canning, Commissioner
Department of Human Resources

SUBJECT:

Adoption of The New York State Voluntary Defined Contribution Program (VDC)

On March 16, 2012, Governor Andrew Cuomo signed into law Chapter 18 of the Laws of 2012, which amended portions of the Retirement and Social Security Law, Education Law and the Administrative code of the City of New York.

Beginning July 1, 2013, the New York State Voluntary Defined Contribution (VDC) option was made available to all newly hired unrepresented employees of New York State public employers who are paid an annual salary of \$75,000.00 or more as an alternative to the New York State and Local Retirement Systems. The SUNY Optional Retirement Program was selected as the ideal model to accomplish this, and the Education Law was modified to allow this newly eligible class of non-SUNY public employees to participate in the VDC. The SUNY Optional Retirement Program (ORP) was originally established in 1964 as an alternative to the New York State and Local Retirement System and the New York State Teacher's Retirement System.

The VDC is a Defined Contribution plan, and such plans are retirement savings vehicles that provide benefits "defined" by employer and employee contributions to the plan and the investment earnings on those contributions. All contributions and the subsequent earnings are credited to individual accounts for each plan participant, and the amount owed at retirement is based solely upon the account balance at the time of withdrawal. Participants are responsible for managing the investments in their account throughout their careers, and must select their chosen investments from the list of authorized investment providers. It is to be noted that professional guidance and support is available from all of the VDC Authorized Investment Providers to assist plan participants with investment allocation and fund distribution options. Please refer to the attached "Summary of Retirement Plan Options" for a comparison of the VDC versus the NYS and Local Retirement Systems.

TIAA-CREF, Individual & Institutional Services, LLC. (TIAA-CREF) has been selected as the Third Party Administrator for the VDC, and will provide plan level operational support, remitter services to the other Authorized Investment Providers, and compliance monitoring and fiduciary support services.

Therefore, it is hereby requested that permission be granted to begin offering the New York State Voluntary Defined Contribution (VDC) plan as the Town now has an eligible employee who would like to join the (VDC) retirement plan. In addition, it is further requested that the Town Board pass a resolution authorizing the Town Comptroller to begin payroll deductions, reporting, and other means necessary to enable employees who meet the requirements for participation in the VDC to elect and participate in the new Plan.

Vicki Spinelli

Deputy Commissioner of Human Resources

attachs.

Town Attorney, (original w/19 copies)

SUMMARY OF RETIREMENT PLAN OPTIONS STATE UNIVERSITY OF NEW YORK

	NYS Employees' Retirement System (ERS)	SUNY Optional Retirement Program (ORP)
	Defined benefit plans provide a fixed, lifetime monthly income at retirement. The	Defined contribution plan benefits are based on the amounts contributed by the employer
Plan Type	amount of the benefit depends on length of service, earnings, tier and age at retirement. Benefits are guaranteed by the State constitution.	and employee and the success of the investments. The amount of future accumulations available upon retirement varies according to investment selection and performance. Benefits not guaranteed .
Vesting	10 years of full-time service credit. Part-time service is pro-rated. (For example: if working part-time at 50%, vesting will occur after attaining 20 years of service.)	366 calendar days of service; immediate if employee owns employer-funded retirement contracts with any ORP vendors, or if employee has 366 days prior service in ERS/TRS
	Contribution rates based on member salary: 3% for salary \$45,000 or less; 3.5% for	Contribution rates are based on member's salary: 3% for \$45,000 or less; 3.5% for salary
Employee	greater than \$45,000 up to \$55,000; 4.5% for greater than \$55,000 up to \$75,000;	greater than \$45,000 up to \$55,000; 4.5% for salary greater than \$55,000 up to \$75,000;
Contribution	5.75% for greater than \$75,000 up to \$100,000; 6% for greater than \$100,000 up to \$179,000. Other limitations may apply (OT cap, two-employer max, etc.)	5.75% for salary greater than \$75,000 up to \$100,000; 6% for salary greater than \$100,000. (subject to IRS annual contribution limits)
University	A contribution is made to the pension funds, rather than to individual accounts. The	8% of salary (subject to IRS annual contribution limits) for the first seven years of service;
Contribution	annual amount is determined by the actuary of the pension systems.	10% thereafter.
Minimum	Full benefit at age 63 with 10 years of service. May retire as early as age 55 with a	No minimum retirement age; tax penalties generally apply to withdrawals before age 59 1/2
Retirement Age	6.5% reduction for each year under age 63.	
Retirement Income	Lifetime annuity; options are available for a reduced annuity to continue to a	Lifetime annuity (including options for beneficiaries) or variety of cash withdrawals
Options	beneficiary after your death; includes Cost of Living Adjustments (COLA).	(subject to certain limitations).
Calculation of	Retirement benefit based on a formula which takes into account Final Average	Retirement benefit based on the accumulated value of contributions made by the
Retirement Benefit	Salary X years of service X a pension factor based on years of service.	employee and the University, plus investment performance.
Death Benefit	Calculated by formula using salary and length of service. Maximum: 3 times' salary.	Value of contracts.
Loans	A loan feature on up to 75% of employee contribution balance.	IRS restricts loans to 50% of the accumulated value of contracts, to a maximum of
Military Service	May receive service credit if applied for and/or paid for within established guidelines.	Missed contributions may be paid within time frame of no more than three times the
•	Generally required to pay 6% of salary.	duration of the military leave, not to exceed five years.
Prior Public Service	May receive credit for state service rendered prior to joining ERS/TRS. Required to	No credit given for periods of service prior to ORP membership.
and the second of the second o	pay 6% of salary (plus interest as applicable).	

SUNY Retirement Plans: http://www.suny.edu/BENEFITS/Retirement.cfm

**To view latest quarterly ORP Vendor Performance Summaries: http://hr.comell.edu/benefits/retirement/orp.html (select individual vendor)

ERS: (518) 474-7736; http://www.osc.state.ny.us/retire/index.htm TRS: (800) 348-7298; www.nystrs.org

Fidelity: (800) 343-0860; www.netbenefits.com/SUNY

MetLife: (800) 560-5001 (account holders)

(844-298-8899 (new enrollees); www.mettife.com/suny

TIAA/CREF: (800) 842-2252; www.tiaa-cref.org/suny

VALIC: (888) 569-7055; www.valic.com/suny

Voya: (800) 438-1272; (800) -677-4638;

https://suny.prepare4myfuture.com/emadmin/landingpage.action

(over)

*

New Employees: Should Consider These Key Differences Between ERS and TRS

- ERS allows unused sick leave (up to 100 days) to be used in calculating service credit; TRS does not.
- Faculty Only: TRS gives a full year's service credit for sabbatical at half-pay; ERS allows a half-year's credit.

Current Employees: Should Consider These Points If Eligible To Move From ERS or TRS to the Optional Retirement Program (ORP):

- Members of the ORP who leave SUNY and move to another employer where they are required to join ERS/TRS will not be able to receive service credit in ERS/TRS for any period of time during which they were a member of the ORP.
- ERS/TRS and the ORP allow tier reinstatement. That is, if you join in one tier, leave state service and return at a later date, you will re-enter in your old tier rather than being covered by the provisions of the tier in effect at the time you rejoin. If you move from ERS/TRS to the ORP, you will join the ORP in the current (contributory) tier.
- Persons who are Tier 1 or 2 members of ERS/TRS and in public service on April 1, 1999 and October 1, 2000 will receive an additional one month's service credit for each year of service up to 24 months maximum. As ORP benefits are not based on years of service, no similar provisions exist in the ORP.

summary overview and to provide you with basic points for your consideration. You are invited to contact representatives from the Retirement System in which you are join. Only authorized representatives from each Retirement System or Investment Provider are adequately knowledgeable and experienced to fully address your questions or to the complete details on retirement matters. You should carefully review and research the options available to you before making a decision as to which Retirement System to Please note that this information has been prepared as a general summary of the Retirement System options available to new SUNY employees. It cannot provide you with interested for additional information or with specific questions about their respective System or specific benefits. assist you with many of the technical aspects of their respective Systems. The information contained in all SUNY publications and web sites is intended only as a basic

Meeting of May 24, 2016

Resolution No. 251-2016

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated September 30, 2015, authorized the Highway Department to clean up the premises located at 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated April 27, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 14, 2015, in the amount of \$2,657.31, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town, Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated April 27, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,657.31 may be assessed by the Legislature of the County of Nassau against the parcel known as 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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

Supervisor 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)

Planning & Development

Highway

Reviewed By Office of Town Attorney

Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 27, 2016

SUBJECT:

Property Cleanup Assessment

43 Maxwell Drive, Westbury, New York 11590

Section 11, Block 428, Lot 24

The Department of Planning and Development, by memorandum dated September 30, 2015, directed the Highway Department to clean the premises located at 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated November 12, 2015, advised that the property was cleaned by a crew from the Highway Department on October 14, 2015. The cost incurred by the Town of Oyster Bay was \$2,657.31.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA TOWN ATTORNEY

Donna B. Swanson Deputy Town Attorney

DBS:aml Attachments

cc: Town Attorney (w/19 copies)

S:\Attys\DBS\Cleanups MD&Reso\MD 43 Maxwell Dr. 4.21 16.doc

Dave Decd Des 2016-5224

TOWN OF OYSTER BAY

Inter-Departmental Memo September 30, 2015

To:

KEVIN HANIFAN, COMMISSIONER HIGHWAY

From:

MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through:

FREDERICK P. IPPOLITO, COMMISSIONER

PLANNING AND DEVELOPMENT

Subject:

43 Maxwell Dr. Westbury, NY 11590

SBL: 11-428-24

Notice of Violation (No.15178) was issued to the owner of the above-referenced premises 09/18/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris.

Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO COMMISSIONER

BY:

MICHAEL ESPOSITO

BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js

cc: Leonard Genova, Town Attorney

gazzan . Norman

0,85

Town of Oyster Bay Inter- Departmental Memo

November 12, 2015

TO:

FREDERICK P. IPPOLITO, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT:

DIANA S. AQUIAR, DEPUTY COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM:

KEVIN M. HANIFAN, COMMISSIONER

DEPARTMENT OF HIGHWAYS

SUBJECT:

43 MAXWELL DRIVE, WESTBURY

Clean-Up

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,657.31.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

KEVIN M. HANIFAN

COMMISSIONER/

HIGHWAY DEPÁRTMENT

KMH/kjb

Enc. T & M sheet

Clean-up 43 MAXWELL DRIVE, WESTBURY to P & D

LOCATION:	BUILDING MAIN 43 Maxwell Dr, 1		DATE:	10	/14/1	5
LABOR COSTS			WO#	18866		ŀ
EMPLOYEE'S NAME		REGULAR WORK HOURS	OVERTIME	HOURLY SALARY	0000	TOTAL
Crimmins, Kerry	Equip Oper II	3.00		41.80	\$	125.4
Davino, Pat	Laborer I	3.00		22.34		67.0
Deacon, Travis	Laborer I	3.00		22.34		67.0
Giordano, Michael	Equip Oper II	3.00		28.97	\$	86.9
Harabedian, Paul	Laborer I	3.00		22.97	\$	68.9
Higgins, Bryan	Equip Oper II	3.00		34.81	\$	104.4
Marchese, Gregory	Equip Supv	3.00		46.75	\$	140.2
Swierkowski Jr., Raymond	Laborer I	3.00		22.34	\$	67.0
	A STATE OF THE PARTY OF THE PAR				\$	0.0
				***************************************	\$	0.0
					\$	0.0
					\$	0.0
					\$	0.0
					\$	0.0
					\$	0,0
					\$	0.0
W.O. CHESKERS IN				Subtotal A	\$	726.9
EQUIPMENT Type of Vehicle	TOB Number	Computer Number	Rate Per Hour	Hours Used		TOTAL
^D acker	PP938	PK358	105.00	3.00	\$	315.0
" AUNG!	FFBJO	FR336	103.00	3.00	\$	
			***************************************		\$	0.0
Power Wagon	HP925	TD568	105.00	3.00	\$	315.0
Power Wagon	T125	TD706	105.00	3.00	\$	315.0
Frailer	1 IEU	TR155	105.00	3.00	\$	315.0
Pickup	012	PU414	79.00	3.00	\$	237.0
3 Wheeler	T232	TD637	131.00	3.00	\$	393,0
S & B Librar Angle & Ord. A		10001	101.00	3.00	\$	0.0
					S S	0.0
			***************************************	***************************************	\$	***************************************
					\$	0.0
	***************************************			***************************************	\$	0,0 0,0
					\$	0.0
			······	***************************************	\$	0.0
	**************************************			Subtotal B	\$	1,890.0
MATERIALS Materials Used (Sand, Etc.)		Cost Per Unit	Number of			TOTAL
TPPING FEE	\$	80.70	Units 0.50		œ.	
WHITE PAINT (GALLONS)	\$	11.30	0.30		\$ \$	40.3 0.0
MAINTENANCE AND PROTECTI	*	***************************************			\$	J.(
OF TRAFFIC						
				Subtotal C	\$	40.3
DESCRIPTION OF WORK:	n, weeds, grass, bru	sh & vegetation :		al of A+B+C wers, 3 weedwa	•	2,657.3 s and 1
ackpack blowers. Debris remove	o and dumped. Signature:	7	19/	081	1	
		Douglas Dahali-	=(+)			-
	Name:	Douglas Robalin	0 _			

Title:

Date:

Storeyard Supervisor

10/29/15



WHEREAS, Governor Andrew Cuomo signed into legislation, on March 16, 2012, Chapter 18 of the Laws of 2012, which amended portions of the Retirement and Social Security Law, Education Law and the Administrative Code of the City of New York; and

WHEREAS, on July 1, 2013, the New York State Voluntary Defined Contribution (VDC) option was made available to all newly hired unrepresented employees of New York State public employers who are paid an annual salary of \$75,000.00 or more as an alternative to the New York State and Local Retirement Systems, and the SUNY Optional Retirement Program was selected as the ideal model to accomplish this, and the Education Law was modified to allow this newly eligible class of non-SUNY public employees to participate in the VDC, and TIAA-CREF Individual & Institutional Services, LLC, has been selected as the Third Party Administrator for the VDC; and

WHEREAS, John Canning, Commissioner of Human Resources, by memorandum dated May 11, 2016, advises that on March 6, 2014, Raymond Spagnuolo was hired by the Town in the title of Deputy Town Clerk, and at the time of his orientation, he chose the VDC option instead of joining the New York State and Local Retirement System, and because this was a new option, the Town of Oyster Bay was not set up to make the payroll deductions for this plan, and to date, the Town of Oyster Bay owes \$14,933.32 in contribution arrears and Mr. Spagnuolo owes \$10,733.32 in contribution arrears, to be paid to the VDC, and the Town will be required to submit the full payment of \$25,666.64, and the Payroll Division of the Office of the Town Comptroller will take a payroll deduction of \$631.37 per payroll for the next 17 payroll periods to be reimbursed for the amount paid on his behalf, pursuant to the attached schedule; and

WHEREAS, Commissioner Canning respectfully requests Town Board authorization for the Office of the Comptroller to pay \$25,666.64 to TIAA-CREF Individual & Institutional Services, LLC as the plan chosen by Raymond Spagnuolo for the New York State Voluntary Defined Contribution option;

NOW, THEREFORE, BE IT RESOLVED, That the above request is hereby accepted and approved, and the Office of the Comptroller shall pay \$25,666.64 to TIAA-CREF Individual & Institutional Services, LLC as the plan chosen by Raymond Spagnuolo for the New York State Voluntary Defined Contribution option.

-#-

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	Ave

cc: Supervisor
Town Attorney
Comptroller (2)
Human Resources

16

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

May 9, 2016

TO:

MEMORANDUM DOCKET

FROM:

VICKI SPINELLI

DEPUTY COMMISSIONER

DEPARTMENT OF HUMAN RESOURCES

JOHN CANNING COMMISSIONER

DEPARTMENT OF HUMAN RESOURCES

SUBJECT:

CONTRIBUTION FOR RAYMOND SPAGNUOLO TO NEW YORK STATE VOLUNTARY DEFINED

CONTRIBUTION PROGRAM

SUPPLEMENTAL MEMO TO FOLLOW

Additional information and a formal recommendation will be provided in a Supplemental Docket Memorandum to the Docket Committee at the next docket meeting. We therefore recommend and request that a space be reserved at the next Town Board Meeting on May 24, 2016.

VICKI SPINELLI

DEPUTY COMMISSIONER

DEPARTMENT OF HUMAN RESOURCES

cc: Town Attorney (w/19 copies)

1 252

Town of Oyster Bay Inter-Departmental Memo

News

TO:

Memorandum Docket

FROM:

John Canning, Commissioner

Department of Human Resources

DATE:

May 11, 2016

SUBJECT:

Contribution for Raymond Spagnuolo to New York State Voluntary Defined

Contribution Program (Supplemental Memo Item #16 from MD 5/10/2016)

On March 16, 2012, Governor Andrew Cuomo signed into law Chapter 18 of the Laws of 2012, which amended portions of the Retirement and Social Security Law, Education Law and the Administrative Code of the City of New York. Beginning July 1, 2013, the New York State Voluntary Defined Contribution (VDC) option was made available to all newly hired unrepresented employees of New York State public employers who are paid an annual salary of \$75,000 or more as an alternative to the New York State and Local Retirement System. TIAA-CREF, Individual & Institutional Services, LLC (TIAA-CREF) has been selected as the Third Party Administrator for the VDC.

On March 6, 2014, Raymond Spagnuolo was hired by the Town of Oyster Bay in the title of Deputy Town Clerk. At the time of his orientation, he chose the VDC option instead of joining the New York State and Local Retirement System. Because this was a new option, the Town of Oyster Bay was not set up to make the payroll deductions for this plan. To date, the Town of Oyster Bay owes \$14,933.32 in contribution arrears and Mr. Spagnuolo owes \$10,733.32 in contribution arrears to be paid to the VDC. The Town of Oyster Bay will be required to submit the full payment of \$25,666.64. The Payroll Division of the Office of the Comptroller will take a payroll deduction of \$631.37 per payroll for the next 17 payroll periods to be reimbursed for the amount paid on his behalf pursuant to the attached schedule.

Therefore, it is hereby requested that the Town Board grant permission for the Office of the Comptroller to pay \$25,666.64 to TIAA as the plan chosen by Raymond Spagnuolo for the New York State Voluntary Defined Contribution option.

Respectfully,

JOHN CANNING COMMISSIONER

Attach.

CC: Town Attorney w/19 copies

RAYMOND SPAGNUOLO FILE

	BI-WEEKLY	EMPLOYEE	TOWN			
PAY DATE	PAYMENT	CONTRIBUTION		TOTAL	INTEREST	
4/14/2014	3,333.33	191,67	266,67	458.33	18,33	
4/29/2014	3,333.33	191.67	266.67	458.33	18.33	
5/14/2014	3,333.33	191.67	266.67	458.33	16.81	
5/29/2014	3,333.33	191.67	266.67	458.33	16.81	
\$/13/2014	3,333.33	191.67	266,67	458.33	15.28	
6/27/2014	3,333.33	191.67	266.67	458.33	15.28	
7/11/2014	3,333.33	191.67	266.67	458.33	13.75	
7/25/2014	3,333.33	191.67	266,67	458.33	13.75	
8/8/2014	3,333.33	191,67	266.67	458.33	12.22	
8/22/2014	3,333.33	191.67	266.67	458.33	12.22	
9/5/2014	3,333.33	191.67	266.67	458.33	10.69	
9/19/2014	3,333.33	191.67	266.67	458.33	10.69	
10/3/2014	、 3 ,333.33	191.67	266.67	458.33	9.17	
10/17/2014	3,333.33	191.67	266.67	458.33	9.17	
10/31/2014	3,333.33	191.67	266.67	458.33	9.17	
11/14/2014	3,333.33	191.67	266.67	458.33	7.64	
11/28/2014	3,333.33	191.67	266.67	458.33	7.64	
12/12/2014	3,333.33	191.67	266.67	458.33	6.11	
12/28/2014	3,333.33	191.67	266.67	458.33	6.11	
1/9/2015	3,333.33	191.67	266.67	458.3 3	4.58	
1/23/2016	3,333.33	191.67	266.67	458,33	4.58	
2/6/2015	3,333.33	191.67	266.67	458.33	3.06	
2/20/2015	3,333.33	191.67	266.67	458.33	3.06	
3/6/2015	3,333.33	191.67	266.67	458.33	1.53	
3/20/2015	3,333.33	191.67	266.67	458.33	1.53	
4/3/2015	3,333.33	191.67	266.67	458.33	1.53	
4/17/2015	3,333.33	191.67	266,67	458.33		
5/1/2015	3,333.33	191.67	266.67	458.33		
5/16/2015	3,333.33	191.67	266.67	458,33		
5/29/2015	3,333.33	191.67	266.67	458.33		
6/12/2015	3,333.33	191.67	266.67	458.33		
6/26/2015	3,333.33	191.67	266.67	458.33		
7/10/2016	3,333.33	191.67	266.67	458.33		
7/24/2015	3,333.33	191.67	266.67	458.33		
8/7/2015 8/21/2015	3,333.33 3,333.33	191.67	266.67	458.33 458.33		
9/4/2015	3,333.33	191.67	266.67	458.33		
9/18/2016	3,333.33	191.67	266.67	458,33		
10/2/2015	3,333.33	191.67	266.67 266.67	458.33		
10/16/2015	3,333.33	191.67 191.67	266.67	458.33		
10/30/2015	3,333.33	191.67	266.67	458,33	*	
11/13/2015	3,333.33	191.67	266.67	458.33		
11/27/2015	3,333.33	191.67	266.67	458.33		
12/11/2015	3,333.33	191.67	266.67	458.33		
12/24/2015	3,333.33	191.67	266.67	458.33		
1/8/2016	3,333.33	191.67	266.67	458,33		
1/22/2016	3,333.33	191.67	266.67	458.33		
2/5/2016	3,333.33	191.67	266.67	458.33		
2/19/2016	3,333.33	191.67	266.67	458.33		
3/4/2016	3,333.33	191.67	266,67	458.33		
3/18/2016	3,333.33	191.67	266.67	458.33		
4/1/2016	3,333.33	191.67	266.67	458.33		
4/15/2016	3,333.33	191.67	266.67	458.33		
4/29/2016	3,333.33	191.67	266.67	458.33		
5/13/2016	3,333.33	191.67	266.67	458.33		
5/27/2016	3,333.33	191.67	268.67	458.33		
	186,668.48	10,733.32	14,933.32	25,666.64	249.03	25,915.67
	.00,000,70	, 0 ,1 04, 3 2	25,666.64	-5,000,07	7.40100	
			T-2,000,04			

RAYMOND SPAGNUOLO

FILE #

10733,32 CONTRIBUTION ARREARS TOTAL CONTRIBUTION ARREARS DED. CONTRIBUTION DED. CURRENT 823.04

WHEREAS, Christopher Diehl, St. Rose of Lima School Board Member, Church of St. Rose of Lima, 2 Bayview Avenue, Massapequa, New York 11758, by letter dated March 18, 2016, has requested the use of one (1) roll-off container for their Family Festival to be held from July 14, 2016 through July 23, 2016; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and John T. Collins, Division Head, Division of Sanitation, Department of Public Works, by memorandum dated May 3, 2016, have advised that the abovementioned equipment will not be required for use by the Town at that time, and the Department of Public Works has no objection to providing the Church of St. Rose of Lima with the use of one (1) roll-off container for their Family Festival, to be dropped off on July 11, 2016 and picked up on July 25, 2016, at a charge of \$250.00 per container load dumped, as the Festival is a profit-making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Public Works, is hereby authorized to provide one (1) roll-off container to the Church of St. Rose of Lima, from July 11, 2016 through July 25, 2016, at a charge of \$250.00 per container load dumped, subject to the following conditions:

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

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)
Public Works

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 3, 2016

TO:

Memorandum Docket

FROM:

John T. Collins, Division Head/Division of Sanitation

THROUGH:

Richard T. Betz, Commissioner of Department of Public Works

SUBJECT:

Request: ONE ROLL OFF CONTAINER

St. Rose of Lima Church 2 Bayview Avenue

Massapequa, New York 11758

Attached please find a copy of a letter received in this office from Christopher Diehl, requesting one roll off container for their fund raising Family Festival. The container will be placed at St. Rose of Lima Church on Monday, July 11, 2016, dumped on Monday, July 18, 2016 and will be collected on Monday, July 25, 2016.

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

It is our opinion that the Family Festival constitutes a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment at a charge of \$500.00.

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by St. Rose of Lima Church from Monday, July 11, 2016 through Monday, July 25, 2016.

JOHNT. COLLINS, DIVISION HEAD

VISION OF SANITATION

RTB:JTC:ew Attachments

cc: Town Attorney (19 copies)
Robert McEvoy, Comptroller

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS



Church of St. Rose of Lima 2 Bayview Avenue, Massapequa, New York 11758 (516) 798-4992 Fax: (516) 795-7836 Website: http://www.stroseoflimaparish.org

Eileen Walsh
Department of Public Works/Sanitation
150 Miller Place
Syosset, New York 11791-5603

March 18, 2016

Dear Ms. Walsh:

The St. Rose of Lima Family Festival will be taking place this year from Thursday, July 14th through Saturday, July 23th 2016. Once again the St. Rose Family Festival Committee would like to request the use of a dumpster from the Town of Oyster Bay.

Your assistance in having the dumpster delivered on Monday, July 11th, 2016 will be greatly appreciated. A member of our committee will be present at the time of delivery. In addition, we request that the dumpster is emptied on Monday, July 18th. The dumpster may be picked up on Monday, July 25th. 2016.

Enclosed is a copy of the Certificate of Insurance and Endorsement issued to the Town of Oyster Bay Department of Public Works-Sanitation to cover this equipment and the application for a roll off container. I can be contacted at (516) 456-0443 if you have any questions.

Thank you for your assistance and consideration of this request.

Sincerely,

(electronically signed)

Christopher Diehl St. Rose of Lima School Board Member

PLEASE TYPE OR PRINT CLEARLY	_
Name of Organization: St. Page & L	ona RC Church
Billing Address: 2 Bully 18 1	
Name of Organization: St. Pose J L Billing Address: & Buy vew My MGSGRey L NY	11758
Phone Number (Days): 516 456 -C	1443
Number of Container(s) Requested:	
Address Where Container(s) Would Be Placed	: Dine / //
Dates Container(s) Needed: From 7/11/16	
Describe The Event For Which Container(s) Is	Are Requested: 57. Rose Family Fostive
I understand that this application is subj Oyster Bay and that as a condition for such ap dumped may be assessed for which I agree to	ect to the approval of the Town Board of the Town of proval, a charge of \$250.00 for each container load assume responsibility.
Signature:	Date: 4//8// 6
Title: Family Festival Coordina	the state of the s
Signature :	Date Received:
Signature:	Date Picked Up:
DO NOT WRITE BELOW THIS LINE	
To Be Completed By Sanitation Division:	
Approved By Resolution No.:	\$250 Charge Applies: YES NONO
To Be Completed By Scale House:	
Disposal Authorization Ticket No.:	- /
Load Ticket No.:	
Date:Signature:	

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

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

5156246136 04/27/2315 12:33 · 84/17/2016 89:87 677-5863

PIRSE 37

Hold Harmism Agreement for Use of Town Property and/or Equipment
this Agreement is made this 18 day of four 2016, by the formation of Change & thereinafter "Organization"). Wheness, Organization desires to use Town of Oyster Bay property and it equipment
therematter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property endful equipment wasted at and/or described as 2 Security Are Massacra NY 1173
The of home tomb to the Relation Continue
The event described as The property (equipment is needed from Mender 7/1/16 - to Mender 7/25/16 The event for which the property and/or equipment is requested () is (
In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the unders uned, 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 Clyster Bay, its officers and the state of the same injuries sustained or demages incurred employees, tervants, agents and commeraand agrees to reimburse the Town for any dumages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to Indomnify and hold hamiless the Town, its officers, amployees, services, agents and enumerated voluntums, 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 flability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, \$2,000,000 products. numing the Fown as additional insured. All certificates of insurance must be accompanied by an endorsement

I understand that the abovementioned use of Town property and/or equipment is subject to the opproval of the Town . Cound set the Free of Parena Bons

Coordness

Telephone Number

Reviewed By Office of Town Attorney

Vinta / alm

677-5863

PAGE 33

				CATE OF LU					/2014	*
	DERTIFICATE IS ISSUED AS A MATTER									
	fidiga i pot i not afprimativel y cr Tok. 8900 Benaalion 40 et adialtred									
	RONICER AND THE CENTERCATE HOLE		,,,,	E H COM I WHO I BE I THE EN	I (MI INDOME)	Henrich Pro	I PROMINED METERS SERVICE			
	MYAMY: If the serements healthrip as ADD		L Mil	MIRED. (No policytica) must	be made at (E BROKATO	III MANUEL ENGINEERS TO THE			
	and candillars of the policy, surials paid									
200	the basto of the of tree of the second	۵				: <u></u>				
PROF	Sucan England Assurance Company	ofo Per	**	Curfe ELC	COLUMN TO	are He				
	275 State Road		-	- C A. V. C.		1 000 1 000	3/4	4: men (86 74	
	W/ (84, PA 18083					-				
				İ	11:1	HILL THE APP	DEEMS SOVERABLE			448
					The Assessment		PANCE COMPANY			: PHQ
-	ST. POSE OF LIMA CHURCH			· · · · · · · · · · · · · · · · · · ·	idap a	L_{ij}			11	
	2 BAYVIEW AVENUE					E^{j}			1	
	MASSAPEOUAL MY 11750				MUMBA D.	IJ			1	
				[WHAY II	<u> </u>				
					QLACA!					
			_	MUMBER. 366248	4000015		evision number:			
	B FO CENTRY THAT THE POLICES OF MINUR									
	iThet Ambin Q ANY REQUIREMENT, TERM OF SIGN MAY POSTANI, THE MEUSIARGE AFFOR									
	POLICIES LINETS MISSION MAY HAVE SELLY				13 000020: 10					
	באוף ואי ווופיאלאונון		MAG MAG	NECEST WINDOW	MANAGONITICAL	POLAT LIP		7674		
	X SOME BYOM DEVISION LIABILITY	المصر					EACH OCCUPRENCE		1,00	000,000
	CLUMB BLASE X BOOLER	1 1					SULE TO LEAD	19		Cused
		1 1				J	PRINCIPAL DE LOS PROPERTS			
_	- \- \- \-	ſΙ		F1 2015-1	11/01/2015	11/01/2018	PERSONAL BACK HUNTY	- 		
A							SENSONA ASSESSATE			
	ONE ACOMICAND USET APPLIES FOR	1 1				ľ		-	אספא. פיוניי	
	race Man Line	íl				1	PRODUCTE - COMPRE ADA	_	Vare App	No.
	OTHER:							8		
	Musicani rww.	T					(14 mellion)	5		
	ANT A ITI	1 1			i	ļ	BOOLY BLURY DV	9		
	ALL DITHED ACHEOLIAN	li		1			BOOK PLICE PO Meland	•		
	IANTO 4(1706 MÓR-DYMED	i I					AND DESIGNATION OF THE PARTY OF	1		
	F	lí		1			CW PERSON			
	1 1 1		· ~· ¦		 		BACH COUTENINGS	- a		× 500
			ł	F	11/21/2019	11/01/2010		3 1		
A	X ASCRET (TO ASSESSED		- 1	E六 、AB-2015-1	11/2/14013	1717472014	AFORESATE		ione Appr	
	DEO RETENTION 6		-		-			4		
	AND FIRST GOTTON PROPERTY. AND FIRST GOTTON PROP						TO THE STATE OF TH	_		
	OFFICE CARES HE TO SEE CONTROL OF THE CONTROL OF TH				1		E L BACH ACCIDENT			
	(Red-detery in 1877)				1		R L. DIPERSE - PA EMPLOYEE	3		
	DESCRIPTION OF DESCRIPTIONS SHAW						P.L DIMEABE - POLICY UNIT			
		[L			
	PTONOS DE CATIONA / LOCATIONA / VOIGLES U									
	рфа (перьеди жэрэграфия голондаган. Тэнэ сагладаган э Вёл н. «Уулгага»	e-draw (d) (c)	1040	A 44 WALLIAMEN INSTEAD : AGO	अका हें। नक्किन व्यक्त	HICT WITH YOUR SE	ons the Ross Partity Pictured to Di) Labority		
377117	and divine proving									
										ľ
CHR	THICA TE HOLDER				CANCELLA	PION				
*	ALOF OVERER RAY					IS NOTICE DESCRIP	D TOLOUS ME CHICALID SEPT	16 PHE 81	POTABLE	\neg
	AN OF OVSTER BAY	DA NUS	7 A T	104			MEMBER IN ACCOMPANIES METH THE			[
	WAY DEPT & DEPT OF WORKS	- (A)	A	KAIN				,		
	WILLER PLACE									!
310	SSET NY 11791				AUTHOR 200	- V/A11-C	And a Conde			$\overline{}$
							-			

ACORD 25 (2014/01)

\$ 1988-3014 ACOND CORPORATION. All rights reserved. The ACORD name and lago are registered marks of ACORD

Reviewed By
Office of Town Attorney
On the Column

Endorsement Number: 30

Policy Number: PKG-2015-1

Date Effective: 11/1/2015

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following Coverege Part(s): GENERAL LIABILITY

SCHEDULE

Town of Oyster Bay-Department of Parks, Department of Public Works (Highway and Sanitation), Department of Buildings (Town Hail), 150 Miller Place, Sycsast, New York 11971

The definition of "insured" expressly includes the person or organization shown in the Schedule above as respects fort liability assumed under a contract or agreement, but only with respect to liability caused, in whole or in part, by the negligence of or by those acting on behalf of a Named Insured.

All other terms and conditions remain unchanged.

In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below.

ECCLESIA ASSURANCE COMPANY

Authorized Representative sony of

Date

Page 1 of 1

Copyright ©, Porter & Curtis, LLC, 2007

E A! 03 02 09 07

Office of Town Attorney

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated October 21, 2015, authorized the Highway Department to clean up the premises located at 34 Bloomingdale Road, Hicksville, New York 11801, also known as Section 46, Block 519, Lot 2 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated April 27, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 22, 2015, in the amount of \$691.28, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated April 27, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$691.28 may be assessed by the Legislature of the County of Nassau against the parcel known as 34 Bloomingdale Road, Hicksville, New York 11801, also known as Section 46, Block 519, Lot 2 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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

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

cc: Supervisor Town Attorney

Planning & Development

Highway

Comptroller (2)

Reviewed By Office of Town Attorney

254

Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 27, 2016

SUBJECT:

Property Cleanup Assessment

34 Bloomingdale Road, Hicksville, New York 11801

Section 46, Block 519, Lot 2

The Department of Planning and Development, by memorandum dated October 21, 2015, directed the Highway Department to clean the premises located at 34 Bloomingdale Road, Hicksville, New York 11801, also known as Section 46, Block 519, Lot 2 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated November 12, 2015, advised that the property was cleaned by a crew from the Highway Department on October 22, 2015. The cost incurred by the Town of Oyster Bay was \$691.28.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA TOWN ATTORNEY

Donna B. Swanson Deputy Town Attorney

DBS:aml Attachments

cc: Town Attorney (w/19 copies)

S:\Attys\DBS\Cleanups MD&Reso\MD 34 Bloomingdale Rd. 4.21 16 doc

1 Have feed DB5 2016-5223

TOWN OF OYSTER BAY

Inter-Departmental Memo October 21, 2015

To:

KEVIN HANIFAN, COMMISSIONER HIGHWAY

From:

MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through:

FREDERICK P. IPPOLITO, COMMISSIONER

PLANNING AND DEVELOPMENT

Subject:

34 Bloomingdale Rd. Hicksville, NY 11801

SBL: 46-519-2

Notice of Violation (No.15270) was issued to the owner of the above-referenced premises 10/08/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris.

Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO COMMISSIONER

BY:

BUREAU CHIEF/CODE ENFORCEMENT

B 130 Z BOOK WAS

FPI/ME/js

cc: Leonard Genova, Town Attorney

EC -8 A 9: 2



Town of Oyster Bay Inter- Departmental Memo

November 12, 2015

TO:

FREDERICK P. IPPOLITO, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT:

DIANA S. AQUIAR, DEPUTY COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM:

KEVIN M. HANIFAN, COMMISSIONER

DEPARTMENT OF HIGHWAYS

SUBJECT:

34 BLOOMINGDALE ROAD, HICKSVILLE

CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$691.28.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

KÉVIN M. HAŃIFAN COMMISSIONER

HIGHWAY DEPÁRTMENT

KMH/kjb

Enc. T & M sheet

מוט טבט מ ()

LOCATION:	BUILDING MAIN	NTENANCE le Rd, Hicksville	DATE:	41	0/22/1	5
	54 Stoomingual	ie Na, moksvine				
LABOR COSTS EMPLOYEE'S NAME		REGULAR WORK HOURS	WO# OVERTIME	HOURLY SALARY	19726	TOTAL
Crimmins, Kerry	Equip Oper II	1.50		41.80	\$	62.70
Kraemer, Tom	Labor Supv I	1.50		46.57	\$	69.86
Labozetta, Joe	Equip Oper II	1.50		41.80	\$	62.70
Maiorana, Michael	Equip Oper II	1.50		41.68	\$	62.52
					\$	0.00
					\$	0.00
				***************************************	\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
		The second secon	Theory is a communication of the second seco	Subtotal A	\$	257.78
EQUIPMENT		. *				
Type of Vehicle	TOB Number	Computer Number	Rate Per Hour	Hours Used		TOTAL
			The second secon		\$	0.00
Pickup	014	TD654	79.00	1.50	\$	118.50
Power Wagon	HP924	TD562	105.00	1.50	\$	157.50
Packer Packer	PP934	Pk407	105.00	1.50	\$	157.50
					\$	0.00
					\$	0.00
					\$	0.00
				,	\$	0.00
			A.A.M. and a supplemental contraction of the supplemental cont	A Towns of the Control of the Contro	\$	0.00
		***************************************			\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
				Subtotal B	\$	0.00 433.50
MATERIALS				oubtou, b	•	400.00
Materials Used (Sand, Etc.)		Cost Per Unit	Number of Units			TOTAL
TIPPING FEE	\$	80.70			\$	0.00
WHITE PAINT (GALLONS)	\$	11.30			\$	0.00
MAINTENANCE AND PROTECTI	ON OF				\$	
OF TRAFFIC					•	
				Subtotal C	\$	0.00
DESCRIPTION OF WORK: Removed litter and debris; cut law ackpack blowers. Debris remove	n, weeds, grass, bru	sh & vegetation		al of A+B+C	,	691.28 and 1
,	Signature:	Ne				
				0	-	
	Name:	Douglas Robalir	10 V			
	Title:	Storeyard Super	rvisor			

Date:

10/29/15

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated July 22, 2015, authorized the Highway Department to clean up the premises located at 20 Evelyn Drive, Syosset, New York 11791, also known as Section 12, Block 364, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated April 27, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 27, 2015, in the amount of \$766.04, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated April 27, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$766.04 may be assessed by the Legislature of the County of Nassau against the parcel known as 20 Evelyn Drive, Syosset, New York 11791, also known as Section 12, Block 364, Lot 18 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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

Supervisor 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)
Planning & Development
Highway





Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 27, 2016

SUBJECT:

Property Cleanup Assessment

20 Evelyn Drive, Syosset, New York 11791

Section 12, Block 364, Lot 18

The Department of Planning and Development, by memorandum dated July 22, 2015, directed the Highway Department to clean the premises located at 20 Evelyn Drive Syosset, New York 11791, also known as Section 12, Block 364, Lot 18 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated September 14, 2015, advised that the property was cleaned by a crew from the Highway Department on August 27, 2015. The cost incurred by the Town of Oyster Bay was \$766.04.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA TOWN ATTORNEY

Donna B. Swanson Deputy Town Attorney

DBS:aml Attachments

cc: Town Attorney (w/19copies)

S \Aitys\DBS\Cleanups MD&Reso\MD 20 Evelyn Dr. 4.13.16.doc

2015-5167

TOWN OF OYSTER BAY

Inter-Departmental Memo July 22, 2015

To:

KEVIN HANIFAN, COMMISSIONER HIGHWAY

From:

MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through:

FREDERICK P. IPPOLITO, COMMISSIONER

PLANNING AND DEVELOPMENT

Subject:

20 Evelyn Drive Syosset, NY 11791

SBL: 12-364-18

Notice of Violation (No.14945) was issued to the owner of the above-referenced premises 07/14/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris. Please repair the broken fence surrounding the property.

Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO COMMISSIONER

BY:

BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js

cc: Leonard Genova, Town Attorney

12-364-18 KC

Town of Oyster Bay Inter- Departmental Memo

September 14, 2015

TO:

FREDERICK P. IPPOLITO, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT:

DIANA S. AQUIAR, DEPUTY COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM:

KEVIN M. HANIFAN, COMMISSIONER

DEPARTMENT OF HIGHWAYS

SUBJECT:

20 EVELYN DRIVE, SYOSSET

CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of <u>\$766.04</u>.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

KEVIN M. HANTF

COMMISSIÓNER.

HIGHWAY ĎEPARTMENT

KMH/kjb

Enc. T & M sheet

CLEAN-UP 20 EVELYN DRIVE, SYOSSET to P & D

LOCATION:	BUILDING MAINTENANCE 20 Evalyn Dr. Hiskavillar Syn 11 e +-		DATE:		wo# (6376 08/27/15	
LABOR COSTS		,				
EMPLOYEE'S NAME		REGULAR WORK HOURS	OVERTIME	HOURLY SALARY		TOTAL
Davino, Pat	Laborer I	2.00		22.34	\$	44.68
Deacon, Travis	Laborer I	2.00		22.34	\$	44.68
Difronzo, Zack	Seas Laborer	2.00		12.00		24.00
Swierkowski,Jr., Ray	Laborer I	2.00		22.34	\$	44.68
Vaccaro, Frank	Seas Laborer	2.00		15.00	_	30.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
	-				\$	0.00
					\$	0.00
					\$	0.00
		I.	L.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Subtotal A	\$	188.04
EQUIPMENT		Committee		Subtotal A		100.04
Type of Vehicle	TOB Number	Computer Number	Rate Per Hour	Hours Used		TOTAL
Power Wagon	T300	TD593	105.00	2.00	\$	210.00
					\$	0.00
					\$	0.00
Power Wagon	HP928	TD542	105.00	2.00		210.00
Pickup	HP905	TD590	79.00	2.00	\$	158.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
					\$	0.00
				Cub4-4-1 D	\$	0.00
MATERIALS				Subtotal B	\$	578.00
Materials Used (Sand, Etc.)		Cost Per Unit	Number of Units			TOTAL
TIPPING FEE	\$	80.70			\$	0.00
WHITE PAINT (GALLONS)	\$	11.30			\$	0.00
MAINTENANCE AND PROTECTION	OF				\$	
)F TRAFFIC					•	
				04-4-1.0	_	
				Subtotal C	\$	0.00
ESCRIPTION OF WORK: emoved litter and debris; cut lawn, w ackpack blower. Debris removed an	veeds, grass, bru	sh & vegetation		al of A+B+C owers, 3 weedwa		766.04 s and 1
activation blower. Debits removed an		A	467	m	ţ	
	Signature:		-	<u>, , , , </u>		-
	Name:	Douglas Robalin	10 🕖			
	Title:	Storeyard Supe	rviosr			

MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

WHEREAS, David Waldo, Executive Director of the Waterfront Center, 1 West End Avenue, Oyster Bay, New York 11771, has requested the use of one (1) roll-off container for its Bay Day event, on June 5, 2016 from 9:00 a.m. through 6:00 p.m. with said container to be delivered on June 3, 2016 and collected on June 6, 2016; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and John T. Collins, Division Head, Division of Sanitation, Department of Public Works, by memorandum dated May 2, 2016, have advised that the abovementioned equipment will not be required for use by the Town at that time, and the Department of Public Works has no objection to providing one (1) roll-off container to the Waterfront Center, without charge, as the Bay Day event is not a profit-making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted approved, and the Department of Public Works, is hereby authorized to provide one (1) roll-off container to the Waterfront Center, without charge, to be delivered on June 3, 2016 and collected on June 6, 2016, subject to the following conditions:

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

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) Public Works

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 2, 2016

TO:

Memorandum Docket

FROM:

John T. Collins, Division Head/Division of Sanitation

THROUGH:

Richard T. Betz, Commissioner of Department of Public Works/Highway

SUBJECT:

Request: ONE ROLL OFF CONTAINER

The Waterfront Center

1 West End Avenue, Oyster Bay, New York 11771

Attached please find a copy of a letter received in this office from David Waldo, Executive Director, requesting one roll off container for their Bay Day event. The container will be placed at Beekman Beach on the southeast corner on Friday, June 3, 2016 and will be collected on Monday, June 6, 2016.

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

It is our opinion that Bay Day does not constitute a fundraising event, or profit-making event, therefore, we hereby request the Honorable Town Board to approve the use of Town equipment without a charge.

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by The Waterfront Center from Friday, June 3, 2016 through Monday, June 6, 2016.

COLLINS, DIVISION HEAD

IVISION OF SANITATION

DEPARTMENT OF PUBL

RTB:JTC:ew Attachments

cc: Town Attorney (19 copies) Robert McEvoy, Comptroller



February 4, 2016

Department of Parks Ms. Donna Antetomaso Town of Oyster Bay 977 Hicksville Road Massapequa, NY 11758

Ms. Donna Antetomaso,

I am writing to you in reference to obtaining a 'Special Events Permit' for our tentative event 'Bay Day' which we are hopeful to have on Sunday, June 5, 2016 from 9am to 6pm.

List of things needed from TOB

- Dumpster/Roll-off
- Barricades and traffic cones
- Additional Public safety
- Street sweeping of parking lots and firemans field on the Friday or Saturday prior to the event
- Showmobile
- Direct communication with Public Safety passes for vendors to let them through
- Additional garbage cans for trash in Beekman

Bay Day, as you may know, is our annual gift to the community where we provide no cost activities to the public. We are asking permission to utilize Beekman Beach and the entire parking lot as the staging area for vendors and a public space for people. We also request the use of the show-mobile for live music provided by the WaterFront Center. We are also hosting our annual Anything That Floats Race off of Beekman Beach, encouraging participation by students of local schools and groups as well as adults from the surrounding areas. Those traveling by car will park in the public parking at the Western WaterFront.

Very Truly Yours

David L. Waldo Executive Director

Cc: Georgia Filasky

1 Worth bit Globals. Oyster Big. 1, a 11

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: The Wale-Front Co	onler
Billing Address: \ West End the, Option	Bay 15, 11799
Phone Number (Days): \$16-921-7245	
Number of Container(s) Requested:	
Address Where Container(s) Would Be Placed:_	Beckman Boach South-east corner
Dates Container(s) Needed: From June 3	To Sune 6
Describe The Event For Which Container(s) Is/A	re Requested: Bay Dy-free public features
Will The Event For Which The Container(s) Is/Ar Be Profit-Making?	e Requested Involve Fundraising Or Is It Intended To
Oyster Bay and that as a condition for such appr dumped may be assessed for which I agree to a	
	Date: 4/4/2016
Title: Exec. Dreator	
Signature :	Date Received:
Signature:	Date Picked Up:
DO NOT WRITE BELOW THIS LINE	
To Be Completed By Sanitation Division:	
Approved By Resolution No.:	\$250 Charge Applies: YESNO / 1/5
To Be Completed By Scale House:	A Company of the Comp
Disposal Authorization Ticket No.:	
Load Ticket No.:	
Date: Signature:	

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

PAGE 62

04/27/2016 10:19

677-5863

TOB DPW 5AN

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

This Agreement is made this 4 day	of April 2016, by the absorption Conte
(heroinafter "Organization"). Whereas, Or	ganization desired to use Town of Oyster, Bay property and/or cytalprisons
located up and/or described as	
for the event described as	
The property/equipment is needed from The event for which the property and/or equipment is needed from	pment is requested () Is (is not a profit making event.
	Presnization 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 toss and shall be responsible for the supervision and walfare 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 such occurrence, \$2,000.000 general aggregate and, where appropriate, \$2,000.000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization

Address of Organization

Telephone Number:

Reviewed By Office of Town Attorney make & align ACORD.

Client#: 8092

CERTIFICATE OF LIABILITY INSURANCE

WATERCEN

ATE	ļ	000	***	1
4/0	6/20	116		

THIS CERTIFICATE IS ISSUED AS A MAYTER 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 POLICES BELOW. THIS CERTIFICATE OF INBURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISBURIG INBURER(B), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. MPORTANY: If the certificate holder is an ADDITIONAL MISURED, the policy(lee) must be endorsed. If SUBROGATION IS WAIVED, subject to send. A statement on this certificate does not confer rights to the the terms and conditions of the policy, certain policies may require an endo cartificate holder in iteu of each endorsement(s), Linds J. Wagner Starkwarther & Shepley MG. Hel: 401-431-9661 insurence, Inc. hvegner@starshep.com PO Box 549 HILPERON APPORTUNIO COVERAGE Providence, RI 02901-0548 Britania Travelors 25674 BARNAR B. The Waterfront Center POR S RC1 1 West End Avenue No. Oyster Bay, NY 11771 HALPER E ; MOUNTER P : CERTIFICATE NUMBER: COVERAGES 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 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXPLICITES AND CONDITIONS OF BUCH POLICIES. LIMITS SHOWN MAY HAVE SEEN REDUCED BY PAID CLAMS.

TYPE OF BELLPANCE

AND SEED OF MAY DOCUMENT CONTROL OF BUCH POLICIES. LIMITS SHOWN MAY HAVE SEEN REDUCED BY PAID CLAMS.

LIMITS

POLICY NUMBER

TYPE OF BELLPANCE

AND SEED OF MAY DOCUMENT CONTROL OF BUCH POLICIES. LIMITS SHOWN MAY HAVE SEEN REDUCED BY PAID CLAMS. 111 X COMMERCIAL GENERAL HABILITY ZOL14R4191A15ND 5/07/2015 01/07/2017 1,000,000 CLAIMS-HADE X OCCUR PARTY IN THE PARTY IN 1100.000 110,000 MED EDIP (Any one person) PERSONAL & ACY INJURY 1,000,000 DENT, MIGREGATE UNIT APPLIES PER 42,000,000 DENSINAL AGGREGATE POLICY MICH PRODUCTS - DOMPIOP AGG | \$2,900,000 OTHER CIMENTO SINGLE LIMIT AUTOMOBILE LIABILITY ANY AUTO ALL CIMMEN AUTOS BODILY INJURY (For payers) 8 SCHEDULED AUTOS MONLOWINED AUTOR BOOKY INJURY (P PICOPRATY DANAGE HIRED AUTOR 8 UMBRELLA LIAN EACH OCCUPATION COCUM GALL CRESTON CLAMB-MADE ADDREGATE B OSO RETENTION & WORKERS COMPENSATION AND BIRPLOYERS LIABILITY STATUTE ANY PROPRIETOR PARTNERS EQUITIVE Y/M ELL BACH ACCIDENT R.L. DISSEASE - CA EMPLOYER & BY YOU BENETITE HOTHER DESCRIPTION OF DECRATIONS below EL DISEASE - POLICY LIMIT & DESCRIPTION OF OPERATIONS / LOCATIONS / VENICLES (ACOND 191, Additional Remote Releases, may be elected if more against a register)
Contribute Holder is Included as Additional Insured ATIMA with respect to event for the time period of June 3-8, 2016 CANCELLATION CERTIFICATE HOLDER

Town of Oyster Bay Dept of Public Works

- Sanitation

150 Miller Place Sycaset, NY 11791 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES SE CANCELLED REPORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED BY ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED MEPRESONTATIVE

Kinda J. Wagner

© 1988-2014 ACORD COM PART AND AND THE PROPERTY OF THE PROPERT

ACORD 25 (2014/01) 1 of 1 The ACORD risine and logo assessment marks of ACORD #5801025/M801006

Direction along

Arrivate 4

7

In consideration of an additional premium of \$IMCLUDED and subject to all terms, conditions and auclusions contained in this policy, and further subject to the conditions of this endorsement, it is agreed that:

- Clause 11 Persons insured of Section is General Conditions is amended to include as an additional insured, with weiver of subregation if required, any person or organization whom the Named Insured is required to add as an additional insured on this policy under:
 - (1) A written contract; or
 - An oral agreement or contract where a Certificate of Insurance has been leaved showing that person or organization as an additional insured; but the oral agreement or written contract must be: (2)
 - An "insured contract"; (a)
 - Currently in effect or becoming effective during the term of this policy; (b)
 - Executed or agreed to prior to an "occurrence" or offense that gives rise to a "claim" or "suit". (c)

Such person or organization is an additional insured only with respect to ilability arising out of work performed for said additional insured by or on behalf of the Named Insured. When required by a written contract or agreement between the Named Insured and the additional insured, shown on a Cartificate of Insurance provided to this Company, poverage afforded by this policy shall be primary and non-contributory.

Where a contract or agreement for the lease or rental of premises obligates the Nerned insured to add the manager or leasor of such premises as an additional insured, such thanking or leasor is an additional insured only with respect to their liability arising out of the maintenance, operation or use by the Nerned Insured of that jessed premises. 2.

This insurance does not apply to:

- Any "occurrence" which takes place after the Nemed Insured has cassed to lesse or rank the premises;
- Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; (b)
- (c) Liability arising out of the sole omission or negligence of the additional insured
- Where a contract or agreement for the lesse of rental of equipment obligates the Named Insured to add the lessor of such equipment as an additional insured, such 3.

Name of Insured Policy Number Effective Date 03/07/2013 Processing Date 04/23/2015 The Waterfront Center ZOL-14R4191A-15ND

OMOL0138 Ed. 7-05 a 2005 The Travelers Indemnity Company. All rights reserved.

Page 1 of 2

Reviewed By Office of Town Attorney orna ino

7.0

:5.1 € .

TOB DPW SAN

04/27/2016 10:19

677-5863

tessor is an additional insured only with respect to its ilability arising out of the maintenance, operation or use by the Named Insured of that leased equipment.

This insurance does not apply to:

- Any "occurrence" which takes place after the equipment lease expires;
- **(b)** Liability arising out of the sole omission or negligence of the additional
- When an additional insured is a partner or mamber of a partnership, joint venture, or limited liability company, this policy will only respond for liabilities insured hereunder for an amount not exceeding the additional insured a participation in such partnership, joint variture or limited liability company. 4
- 5, The inclusion of an additional insured under this insurance does not
 - increase the Limits of insurance set forth under Clause 7. Limits of Insurance, of Section 1: General Conditions;
 - Obligate the Company to send notice of cancellation or change of coverage to an additional insured: (2)
 - (3)Apply to an "insured contract" entered into by the additional insured.
- 6 Insurance afforded to an additional insured under this policy shall not exceed the coverage and/or limits required by the contract or agreement between the Named insured and additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned policy, other than as above stated.

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated October 2, 2015, authorized the Highway Department to clean up the premises located at 41 Atlas Lane, Hicksville, New York 11801, also known as Section 45, Block 349, Lot 22 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated April 27, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 15, 2015, in the amount of \$1,637.44, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated April 27, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,637.44 may be assessed by the Legislature of the County of Nassau against the parcel known as 41 Atlas Lane, Hicksville, New York 11801, also known as Section 45, Block 349, Lot 22 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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

Supervisor 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)
Planning & Development
Highway

Reviewed By Office of Town Attorney



Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 27, 2016

SUBJECT:

Property Cleanup Assessment

41 Atlas Lane, Hicksville, New York 11801

Section 45, Block 349, Lot 22

The Department of Planning and Development, by memorandum dated October 2, 2015, directed the Highway Department to clean the premises located at 41 Atlas Lane, Hicksville, New York 11801, also known as Section 45, Block 349, Lot 22 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated November 12, 2015, advised that the property was cleaned by a crew from the Highway Department on October 13, 2015. The cost incurred by the Town of Oyster Bay was \$1,637.44.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA TOWN ATTORNEY

Donna B. Swanson Deputy Town Attorney

DBS:aml Attachments

cc: Town Attorney (w/19 copies)

S.\Attys\DBS\Cleanups MD&Reso\MD 41 Atlas Ln. 4.13 16.doc

@ Have Ded Dogs 2016-5227

TOWN OF OYSTER BAY

Inter-Departmental Memo October 2, 2015

To:

KEVIN HANIFAN, COMMISSIONER HIGHWAY

From:

MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through:

FREDERICK P. IPPOLITO, COMMISSIONER

PLANNING AND DEVELOPMENT

Subject:

41 Atlas Lane Hicksville, NY 11801

SBL: 45-349-22

Notice of Violation (No.15181) was issued to the owner of the above-referenced premises 09/24/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris.

Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO COMMISSIONER

RY.

MICHAEL ESPOSITO

BUREAU CHIEF/EDDE ENFORCEMENT

FPI/ME/js

cc: Leonard Genova, Town Attorney



Town of Oyster Bay Inter- Departmental Memo

November 12, 2015

TO:

FREDERICK P. IPPOLITO, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT:

DIANA S. AQUIAR, DEPUTY COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM:

KEVIN M. HANIFAN, COMMISSIONER

DEPARTMENT OF HIGHWAYS

SUBJECT:

41 ATLAS LANE, HICKSVILLE

CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,637.44.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

KEVIN M. HANIFAI

COMMISSIONER

HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

71115 PEC - 3 A 9: 7

CLEAN-UP 41 ATLAS LANE, HICKSVILLE to P & D

LOCATION:	BUILDING MAIN 4("Atlas Lane, H		DATE:	10/13/15		5	
LABOR COSTS			WO#	1	9078		
EMPLOYEE'S NAME		REGULAR WORK HOURS	OVERTIME	HOURLY		TOTAL	
Crimmins, Kerry	Equip Oper II	3.50	γ	SALARY 41.80	s	146.3	
Harabedian, Paul	Laborer I	3.50		22.97	-	80.4	
Higgins, Bryan	Equip Oper II	3.50		34.81		121.8	
Marchese, Gregory	Equip Supv	3.50		46.75		163.6	
					\$	0.0	
					\$	0.0	
					\$	0.0	
					\$	0.0	
rocker en announces per a morf skule prisone se espany nejsprinsejskakiskiskiskesjo doktabilangani pak pepidasia sessoon ominaanse a cenar					\$	0.0	
	***************************************				\$	0.0	
					\$	0.0	
		A PART AND			\$	0.0	
					\$	0.0	
- Control of control of the control of contr					\$	0.0	
ern Colonia era militario viva and viva commodo de Albaronia era que antidade de Adrica de Santo Casa y 20 de Colo, que persona colonia de provincia de Agrico Casa y 20 de Colo, que persona constituir de Casa de Casa y 20 de Colo, que persona constituir de Casa de Casa y 20 de Colo, que persona constituir de Casa de Casa y 20 de Colo, que persona constituir de Casa de Casa y 20 de Colo, que persona constituir de Casa de Casa y 20 de Colo, que persona constituir de Casa de Casa y 20 de Colo, que persona constituir de Casa de Casa y 20 de Colo, que persona constituir de Casa de Casa y 20 de Casa de Casa de Casa y 20 de Casa de Casa y 20 de Casa de Casa y 20 de Casa de					\$	0.0	
EQUIPMENT Type of Vehicle	TOB Number	Computer	Rate Per Hour	Harra Hand			
		Number		Hours Usea		TOTAL	
acker	PP938	PK358	105.00	3.50	-	367.5	
Pickup	012 T105	PU414	79.00	3.50	\$	276.5	
ower Wagon	T125	TD706	105.00	3.50	\$	367.5	
					\$	0.0	
en eget en Pillen de Arte de A					\$	0.0	
					\$	0.0	
					\$	0.0	
					\$	0.0	
					\$	0.0	
					\$	0.0	
		****			\$	0.00	
					\$	0.00	
					\$	0.00	
					\$	0.00	
MATERIALS				Subtotal B	\$	1,011.50	
laterials Used (Sand, Etc.)		Cost Per Unit	Number of Units			TOTAL	
, , , , , , , , , , , , , , , , , , , ,					_	113.79	
	\$	80.70	1.41		\$		
IPPING FEE	\$	80.70 11.30	1.41		\$ \$	0.00	
IPPING FEE /HITE PAINT (GALLONS)	\$		1.41		\$	0.00	
IPPING FEE /HITE PAINT (GALLONS) AINTENANCE AND PROTECTI	\$		1.41			0.00	
IPPING FEE /HITE PAINT (GALLONS) AINTENANCE AND PROTECTI	\$				\$	0.00	
IPPING FEE VHITE PAINT (GALLONS) IAINTENANCE AND PROTECTI	\$		\$	Subtotal C	\$ \$		
IPPING FEE VHITE PAINT (GALLONS) IAINTENANCE AND PROTECTI OF TRAFFIC ESCRIPTION OF WORK:	\$ ON OF	11.30	\$ Tota	Subtotal C	\$ \$	0.00 113.79 1,637.44	
TIPPING FEE WHITE PAINT (GALLONS) MAINTENANCE AND PROTECTI OF TRAFFIC ESCRIPTION OF WORK: emoved litter and debris; cut law ackpack blowers. Debris remove	\$ ON OF n, weeds, grass, brus	11.30	\$ Tota	Subtotal C	\$ \$	113.79 1,637.44	
IPPING FEE VHITE PAINT (GALLONS) IAINTENANCE AND PROTECTI IF TRAFFIC ESCRIPTION OF WORK: emoved litter and debris; cut law	\$ ON OF n, weeds, grass, brus	11.30	\$ Tota	Subtotal C	\$ \$	113.79 1,637.44	

Title:

Date:

Storeyard Supervisor

10/29/15

Resolution No. 258-2016

Meeting of May 24, 2016

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated September 25, 2015, authorized the Highway Department to clean up the premises located at 63 Vanderwater Street, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 114 on the Land and Tax Map of the County of Nassau; and

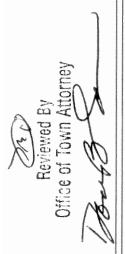
WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated April 27, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 9, 2015, in the amount of \$1,231.05, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated April 27, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,231.05 may be assessed by the Legislature of the County of Nassau against the parcel known as 63 Vanderwater Street, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 114 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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

Supervisor 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)
Planning & Development
Highway





Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 27, 2016

SUBJECT:

Property Cleanup Assessment

63 Vanderwater Street, Farmingdale, New York 11735

Section 48, Block 503, Lot 114

The Department of Planning and Development, by memorandum dated September 25, 2015, directed the Highway Department to clean the premises located at 63 Vanderwater Street, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 114 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated November 16, 2015, advised that the property was cleaned by a crew from the Highway Department on October 9, 2015. The cost incurred by the Town of Oyster Bay was \$1,231.05.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA

TOWN ATTORNEY

Donna B. Swanson Deputy Town Attorney

DBS:aml Attachments

cc: Town Attorney (w/19copies)

S:\Attys\DBS\Cleanups MD&Reso\MD 63 VanderwaterSt. 4.21.16.doc

1. Have Reed Don 2016-5222

TOWN OF OYSTER BAY

Inter-Departmental Memo September 25, 2015

To:

KEVIN HANIFAN, COMMISSIONER HIGHWAY

From:

MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through:

FREDERICK P. IPPOLITO, COMMISSIONER

PLANNING AND DEVELOPMENT

Subject:

63 Vandewater Street Farmingdale, NY 11735

SBL: 48-503-114

Notice of Violation (No.15179) was issued to the owner of the above-referenced premises 09/18/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris.

Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO COMMISSIONER

BY:

MICHAEL ESPOSITO

BUREAU CHIEF/CODE ENFORCEMENT

FPI/ME/js

cc: Leonard Genova, Town Attorney

Town of Oyster Bay Inter- Departmental Memo

November 16, 2015

TO:

FREDERICK P. IPPOLITO, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT:

DIANA S. AQUIAR, DEPUTY COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM:

KEVIN M. HANIFAN, COMMISSIONER

DEPARTMENT OF HIGHWAYS

SUBJECT:

63 VANDERWATER STREET, FARMINGDALE

CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,231.05.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

KEVIN M. HANIFAN

COMMISSIONER

HIGHWAY DEPÁRTMENT

KMH/kjb

Enc. T & M sheet

2015 DEC -8 A 9: 22



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-503-114) 63 VANDERWATER ST FARMINGDALE 11735

Work Order # 18760

Date 10/9/15

Labor C	OSTS
---------	------

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	02:30	\$28.56	00:00	\$0.00	\$71.40
MICHAEL HAYWARD	General Maintenance	02:30	\$41.80	00:00	\$0.00	\$104.50
LARRY JACKSON	General Maintenance	02:30	\$39.42	00:00	\$0.00	\$98.55
MARTIN LANG	General Maintenance	02:30	\$47.97	00:00	\$0.00	\$119.93
MICHAEL MARTIN	General Maintenance	02:30	\$24.04	00:00	\$0.00	\$60.10

al Labor \$454.48

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK388	SANI PACKER 2008 INTL 7400 YW (PP931 / PP-931)	\$105.00	02:30	\$262.50
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	02:30	\$197.50
TD728	POWER WAGON 2015 T-245	\$105.00	02:30	\$262.50

Total Equipment \$722.50

E TOTAL METER TO THE PROPERTY OF THE PROPERTY			
Material	Cost Per Unit		Line Cost
Tipping Fee (per ton)	\$80.70	0.67	\$54.07
		Total Materials	4EA 07

Grand Total \$1231.05

Description of Work:

CLEAN UP 63 VANDERWATER STREET FM TO DOUG

Signature:

Name: GIACOMO GRANDINE

TITLE: HENY CONST SURV

Date: 11/12/15

Meeting of May 24, 2016

Resolution No. 259-2016

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development, by memorandum dated September 25, 2015, authorized the Highway Department to clean up the premises located at 8 Ingram Drive, Hicksville, New York 11801, also known as Section 12, Block 631, Lot 57 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated April 27, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 26, 2015, in the amount of \$718.51, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated April 27, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$718.51 may be assessed by the Legislature of the County of Nassau against the parcel known as 8 Ingram Drive, Hicksville, New York 11801, also known as Section 12, Block 631, Lot 57 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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

Supervisor 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)
Planning & Development
Highway





Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 27, 2016

SUBJECT:

Property Cleanup Assessment

8 Ingram Drive, Hicksville, New York 11801

Section 12, Block 631, Lot 57

The Department of Planning and Development, by memorandum dated September 25, 2015, directed the Highway Department to clean the premises located at 8 Ingram Drive, Hicksville, New York 11801, also known as Section 12, Block 631, Lot 57 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated November 12, 2015, advised that the property was cleaned by a crew from the Highway Department on October 26, 2015. The cost incurred by the Town of Oyster Bay was \$718.51.

Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY

Donna B. Swanson Deputy Town Attorney

DBS:aml Attachments

cc: Town Attorney (w/19 copies)

S.\Attys\DBS\Cleanups MD&Reso\MD 8 Ingram Dr. 4.21.16.doc

2016-5251

TOWN OF OYSTER BAY

Inter-Departmental Memo August 25, 2015

To:

KEVIN HANIFAN, COMMISSIONER HIGHWAY

From:

MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through:

FREDERICK P. IPPOLITO, COMMISSIONER

PLANNING AND DEVELOPMENT

Subject:

8 Ingram Drive Hicksville, NY 11801

SBL: 12-631-57

Notice of Violation (No.15105) was issued to the owner of the above-referenced premises 08/25/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris.

Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

FREDERICK P. IPPOLITO COMMISSIONER

BY:

MICHAEL ESPOSITO

BUREAU CHIEF/CODE ENFORCEMENT

Ū

FPI/ME/js

cc: Leonard Genova, Town Attorney

dbs

Town of Oyster Bay Inter- Departmental Memo

November 12, 2015

TO:

FREDERICK P. IPPOLITO, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT:

DIANA S. AQUIAR, DEPUTY COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM:

KEVIN M. HANIFAN, COMMISSIONER

DEPARTMENT OF HIGHWAYS

SUBJECT:

8 INGRAM DRIVE, Hicksville Clean-Up (POOL PUMP OUT)

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of <u>\$718.51</u>.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.

KÉVIN M. HÁNJFAN

COMMISSIONER

HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

ON BUSSE THEOLOGICAL STREET

10 8- WY 982

8 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
8 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	TOTAL 70.1 78.4 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0
4	78.4 0.6 0.6 0.6 0.6 0.6 0.6 0.6 0.6 0.6 0.6
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0.0 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.0 0.0
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0.0 0.1 0.1 0.1 0.1 0.0 0.0 0.0 0.0 0.0
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0.0 0.1 0.1 0.1 0.0 0.0 0.0 0.0 0.0
9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	0.0 0.1 0.0 0.0 0.0 0.0 0.0 0.0
5 5 5 5 5 5 5 5 5 5	0.0 0.1 0.1 0.0 0.0 0.0 0.0 0.0
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0
5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	0.0 0.6 0.0 0.0 0.0 0.0
\$ \$ \$ \$ \$ \$	0.0 0.0 0.0 0.0 0.0 0.0
\$ \$ \$ \$ \$ \$	0.0 0.0 0.0 0.0 0.0
\$ \$ \$ \$),0),0),0),0),0
\$ \$).0).0).0
\$ \$	0.0
\$	0.0
\$	
·	148.8
	TOTAL
0 \$	237.0
0 \$	318.0
\$	0.0
\$	0.0
\$	0.0
\$	0.0
\$	0.0
\$	0.0
\$	0.0
\$	0.0
\$	0.0
\$	0.0
\$	0.0
\$	0.0
\$	555.0
	TOTAL
\$	0.0
\$	14.9
\$	
\$	14.9
. Þ	718.5
ggry transfer in the colorest Gell The Angel de Gelle (the pay	*
	\$ \$ \$ \$

Title:

Date:

Storeyard Supervisor

10/29/15

Resolution No. 260-2016

Meeting of May 24, 2016

WHEREAS, this Town Board had heretofore authorized and directed the implementation of a Self-Insurance Program for the Town's general liability; and

WHEREAS, the Town Board of the Town of Oyster Bay must authorize and approve the settlement of any negligence claims brought against the Town, where the amount of the proposed settlement is in excess of \$10,000.00; and

WHEREAS, Leonard Genova, Town Attorney, and Dennis P. Sheehan, Assistant Town Attorney, by memorandum dated May 4, 2016, have advised that claimant, GEICO, alleges that its insured, Thomas W. Carriero, sustained property damage when a Town truck struck his vehicle at the intersection of Seitz Drive, on Hempstead Turnpike, Bethpage, New York.

WHEREAS, after extensive negotiations, the Town Attorney's Office advises that a settlement was reached, and that said matter can be settled for \$12,516.62,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the sum of \$12,516.62 is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to claimant, GEICO a/s/o Thomas W. Carriero, with regard to Matter ID No. 2012-3745, and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to GEICO a/s/o Thomas Carriero, in the amount of \$12,516.62; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000, or any other appropriate account.

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)



1 260

Town of Oyster Bay Inter-Departmental Memo

TO

MEMORANDUM DOCKET

FROM

Office of the Town Attorney

DATE

May 4, 2016

SUBJECT:

SETTLEMENT OF NEGLIGENCE CLAIM

Claimant: GEICO a/s/o Thomas W. Carriero

Matter ID No.: 2012-3745

A resolution of the Town Board is required in order for the Town to settle claims, where the amount of the proposed settlement exceeds Ten Thousand (\$10,000.00) Dollars.

The above referenced claim arose as a result of an accident that occurred on October 9, 2012. Claimant alleges that its insured sustained property damage when a Town truck struck his vehicle at the intersection of Seitz Drive, on Hempstead Turnpike, Bethpage, New York.

Claimant instituted suit in Nassau Supreme Court, claiming damages of \$15,645.78. This matter can be settled for \$12,516.62, with the funds to be drawn from Account No. TWN AMS 1910 43020 602 0000 000, or any other appropriate account.

Accordingly, we have attached a resolution authorizing payment of \$12,516.62, together with copy of a Stipulation of Discontinuance, and a General Release executed by the claimant on March 22, 2016.

LEONARD GENOVA TOWN ATTORNEY

Dennis P. Sheehan Assistant Town Attorney

DPS:kah Attachments

cc: "Town Attorney" (w/19 copies)

S817

Seneral Release

BE IT KNOWN, that

GEICO a/s/o Thomas W. Carriero, Claim No. 009467326-010-028

c/o Law Office of Ricky J. Lucyk

170 Froehlich Farm Blvd. Woodbury, New York 11797

A corporation organized under the laws of the State of New York as RELEASOR(S) in consideration of the sum of Twelve thousand five hundred sixteen and 62/100--dollars \$ 12,516.62 THE TOWN OF OYSTER BAY as RELEASEE, received from the receipt of which is hereby acknowledged, releases and forever discharges TOWN OF OYSTER BAY, the RELEASEE, its officers, employees, agents, successors and assigns, of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the RELEASOR, its successors, assigns, heirs, executors, and administrators ever had, now have, or hereafter may have, against the RELEASEE, by reason of any matter, cause, or thing whatsoever, from the beginning of time to the date of this release. It is further understood and agreed that this document contains the entire contents and terms of the settlement being entered into. GEZCO By (name and title) ACKNOWLEDGMENT State of hewynk , County of Massau On this 22 day of Warch _ 20 16, before me, the undersigned personally appeared Marlene Harris Great, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. End a Williams LINDAD, WILLIAMS (signature and office of individual taking acknowledgment)

Registration No. 01Wi6253069
Qualified in Nassau County
Commission Expires 12/19/2019

Town of Oyster Bay Inter-Departmental Memo

PRIVILEGED AND CONFIDENTIAL: ATTORNEY-CLIENT COMMUNICATION/ATTORNEY WORK-PRODUCT INTERDEPARTMENTAL COMMUNICATION NOT SUBJECT TO THE FREEDOM OF INFORMATION LAW.

TO

: Office of the Supervisor

FROM

: Office of the Town Attorney

DATE

March 1, 2016

SUBJECT:

SETTLEMENT OF NEGLIGENCE CLAIM

Claimant: GEICO a/s/o Thomas W. Carriero

Matter ID No.: 2012-3745

The above referenced claim arose as a result of an accident that occurred on October 9, 2012. Claimant alleges that its insured sustained property damage when a Town truck struck his vehicle at the intersection of Seitz Drive, on Hempstead Turnpike, Bethpage, New York

Claimant instituted suit in Nassau Supreme Court, claiming damages of \$15,645.78. This matter can be settled for \$12,516.62.

It is the recommendation of the undersigned that this settlement be accepted. Kindly indicate your approval or disapproval of the foregoing by signing this memorandum in the appropriate space below, and returning same to this office for further processing.

> LEONARD GENOVA TOWN ATTORNEY

Dennis P. Sheehan

Assistant Town Attorney

DPS:kah

SETTLEMENT APPROVED and authorization is given for

SETTLEMENT NOT APPROVED.

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NASSAU

GOVERNMENT EMPLOYEES
INSURANCE COMPANY AS SUBROGEE
OF THOMAS CARRIERO AND
JENNIFER CARRIERO AND JENNIFER
CARRIERO, INDIVIDUALLY,

Plaintiff(s)

STIPULATION OF DISCONTINUANCE

- against -

INDEX #: 11629/13

TOWN OF OYSTER BAY AND LOUIS PONTILLO,

Defendant(s)

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for all the parties to the above-entitled action, that: whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above-entitled action be, and the same hereby is discontinued, without costs to either party as against the other. The Stipulation may be filed without further notice with the Clerk of the Court.

DATED: WOODBURY, NEW YORK

March 3, 2016

Burns, Russo, Tamigi & Reardon, LLP

Attorney for Defendant(s) 390 Old Country Road Garden City, NY 11530

516-746-7371 File # TOB 15827 Law Offices of Ricky J. Lucyk

By: David Wahab, Esq. Attorneys for Plaintiff(s)

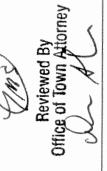
170 Froehlich Farm Boulevard

Woodbury, NY 11797

516-714-7741

File No: 009467326-0101-028

78 - 4 A 11: 33



WHEREAS, Leo Cerruti, on behalf of New York AutoFest, 35 Capitol Heights Road, Oyster Bay, New York 11771, by letter dated April 13, 2016, has requested the use of Audrey Avenue from the Gazebo to the Train Station in Oyster Bay, and the use of ten (10) complete barricades, for its New York AutoFest Car Show, to be held on September 4, 2016, with said traffic barricades to be delivered on September 2, 2016 and picked up on September 5, 2016;

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, by memorandum dated May 6, 2016, has advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Highway Department has no objection to providing use of Audrey Avenue from the Gazebo to the Train Station in Oyster Bay, and the use of ten (10) complete barricades to New York AutoFest for its New York AutoFest Car Show, to be held on September 4, 2016; and

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

NOW, THEREFORE, BE IT RESOLVED, That the above request is hereby accepted and approved, and the Highway Department, is hereby authorized to provide the use of Audrey Avenue from the Gazebo to the Train Station in Oyster Bay, on September 4, 2016, from 7:00a.m. to 6:00p.m., and ten (10) complete barricades, said equipment to be delivered as abovementioned, to New York AutoFest for its car show on September 4, 2016, subject to the following terms and conditions:

- 1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Highway Department or his duly authorized representative.
- The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment and in the conduct of the aforementioned activity.
- 3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$1,000,000 with a general aggregate of \$2,000,000 and naming the Town as an additional insured, in connection with the aforementioned activities.
- 4. The said organization shall not impede access to or egress from the residential driveways and garages on Audrey Avenue in Oyster Bay during the aforementioned event.

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) Highway Public Safety

9

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 5, 2016

TO:

MEMORANDUM DOCKET

FROM:

KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS

SUBJECT:

NY AUTOFEST CAR SHOW AUDREY AVENUE OYSTER BAY

SEPTEMBER 4, 2016 7AM - 6PM

Enclosed please find a copy of the letter from Leo Cerruti, requesting our assistance on behalf of the NY Autofest in conducting a car show on September 4th, 2016, to benefit Have a Heart Children's Cancer Society.

The Highway Department has no objection to the NY Autofest closing Audrey Avenue from the gazebo down to the railroad station on Sunday, September 4th, 2016, from 7am – 6pm.

In addition, the Highway Department can readily supply Ten (10) Complete Barricades, for this event, from September 2nd thru September 5th, 2016.

Also enclosed are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this affair.

Therefore Town Board approval is requested.

KEVIN M. HANIFAN

COMMISSIONER OF HIGHWAYS

KMH/taw Attachments

C:

Town Attorney (19) copies Doug Robalino, General Foreman Rich Buckley – 006 Steve Kelly, Sign Bureau Public Safety Division





April 13, 2016

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

re: Audrey Ave.

Dear Mr. Hanifan:

I would like to request a permit to use Audrey Avenue between the Gazebo and the Oyster Bay railroad station on Sunday September 4 between the hours of 7am and 6pm. We would like to hold a charity car show event in conjunction with several Oyster Bay businesses to benefit the Have A Heart Children's Cancer Society

We would require the use of 10 TOB traffic barricades to help divert traffic. We intend to close Audrey Avenue from the Gazebo to the train station but allow access to any private driveways or garages. See attached map. We will; accept delivery of the barricades on September 2 and will have them available for pick up on September 5. Please have someone call me at 516-882-5022 before delivery so that we can meet the trailer and choose a safe place to leave it.

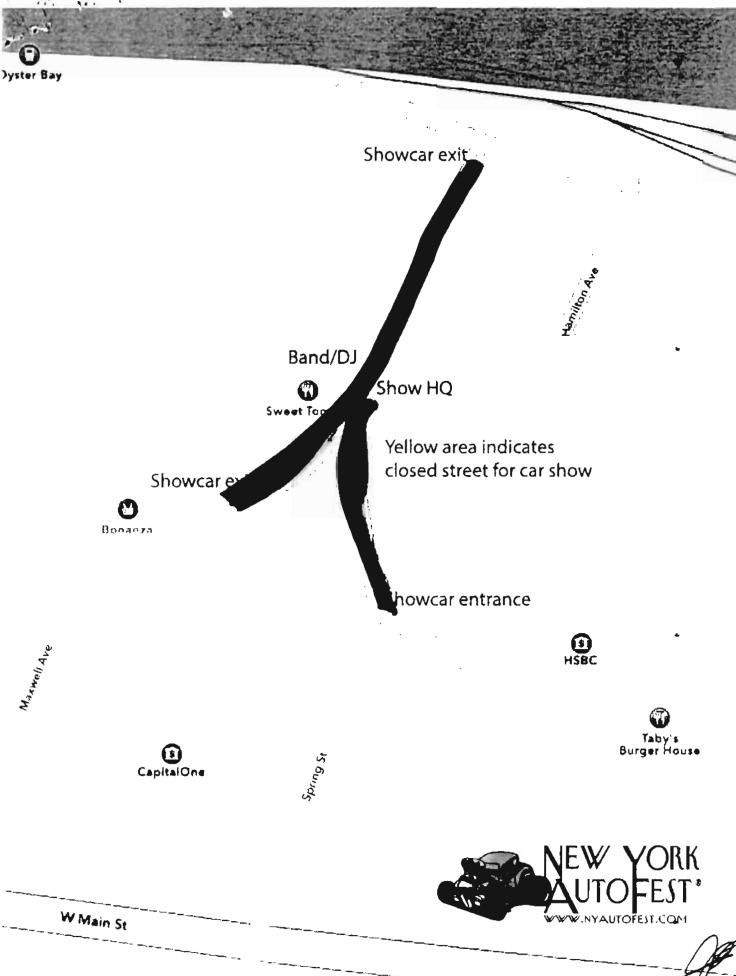
We carry a \$3 million policy which already includes the TOB and Highway Dept. as additional insured with endorsement.

Sincerely Yours,

Leo Cerruti

New York AutoFest - 35 Capitol Heights Rd., Oyster Bay, NY, 11771 516-882-5022 - info@nyautofest.com - www.nyautofest.com

JB .



DATE:	4/20/16					
TO:	HIGHWAY OPERATION	NS				
SUBJECT:	New York Autofest Car sho	w				
PLEASE DE	LIVER TO:	DATE OF EVENT:	9/4/16			
Audrey Aven Oyster Bay	ue	BARRICADES:	10 .			
Contact: Leo	Comiti	SORT PAILS:				
516-882-5022		CONES:				
From Gazebo to railroad		SANITATION PACKERS:				
Station		DELIVER ON:	9/2/16			
		PICKUP ON:	9/5/16			
		SIGNATURE:				
		PRINT NAME:				
RETURNED	ON:	CONES:				
BARRICAD	ES:	MISC. ITEMS:				
SORT PAIL	S:	FOREMAN:				
		FOREMAN AREA	-			
SWEEPING	BEFORE AFFAIR IS NEE	DED: YES NO				
	vised that when signing on ronsible for their return.	eceipt of Town Equipment,	your organization will			

KMH/taw

KEVIN M. HANIFAN COMMISSIONER OF HIGHWAYS

Doug Robalino, General Foreman 005
Peter Brown, Regional Foreman 009
Peter Brown, Area Foreman 013
Rich Buckley
Jeff VanNostrand
Public Safety Division C:

A	CORD
- (

CERTIFICATE OF LIABILITY INSURANCE

DATE (MACGIVYYY)

4/22/2016 THE CERTIFICATE IS ISSUED AS A MATTER OF IMPORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT APPRIMATIVELY 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(lee) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in ties of such endorsements). Hagerty Insurance Agency LLC 141 River's Miga Drive ADDITION AND ADDITION ADDITION AND ADDITION FAY MAL (800) 922-4050 Traverse City MI 43684-3265 HEURERIES AFFORDERS SOVERAGE HAIC # HELMER A: Harkel Insurance Company 38976 NED THER E New York Autofast Car Club HILITER G: 35 Capitol Heights Rd. MALRER D: Oyster Bay MT 11771 HISTORY II NEUROR F: COVERAGES CERTIFICATE NUMBER: Cart ID 1334 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERSOD 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 INMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAMS. 0.000 TYPE OF MELITANCE POLICY HUNGER LIMITE X COMMERCIAL GENERAL DARRITY 3/24/2016 3/25/2017 EACH OCCURRENCE OUTSIDE TO RESIDENCE OF SERVICE OF SERVIC 2,000,000 ______ CLANSS-MADE ______ 0000UR T, 100,000 MRD SDD (Any one person) 10,000 PERBONAL & ADV HAURY 1 2,000,000 GENTL AGGREGATE LIMIT APPLIES PER GEHERAL AGGREGATE 1 3 4,000,000 PRODUCTS - COMPIOP AGG | I 1,000,000 OTHER COMMED WALL DAY AUTOMORE E LIABILITY . BOOKY BULKY (Per person) ALL OWNED SCHEDULED AUTOB HON-OWNED AUTOS BOOKLY (NULLERY (Per accident) 8
PROPERTY CAMAGE
(Per accident) BOTTLA CERRIT OCCUR EACH OCCURRENCE × EDIDBUG LIAB COLUMN TANDE ACCRECATE \$ CED REYENTION & WORKING COMPENSATION AND BISPLOYERS LIABILITY STATUTE ST YIN ANY PROPRIETON-PARTNER/EXECUTIVE OFFICER/MEMMER EXCLLIDED? Disability in Irig ELL BACH ACCIDENT EL DISEASE - EA EMPLOYEE 9 Eyes, describe under DESCRIPTION OF OPERATIONS below EL DISEASE - POLICY LIMIT 1 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 10), Additional Remarks Schedule, may be effected if more speed to required)

Include as additional insured: Cartificate Solder but only with respects to the named insured: a actions and / or negligenes with regards to the oar show to be held on Andrey Avenue, Oyster Bay, WY 11771 on September 4, 2016. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. Town of Oyster Bay Righway Dept AUTHORISED REPRESENTATIVE 150 Miller Place

ACORD 28 (2014/01)

By0590t MY 11731

© 1988-2014 ACORD CORPORATION. All rights reserved.

Gam Gur

The ACORD name and logo are registered marks of ACORD

Reviewed By Office of Town Attorney

Matin & alune

JE.

Page 1 of 1

the Same

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

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

SCHEDULE

bout dions.	thours allows, will be shown in	hours shows, will be shown in the Destantio

- A. Bestion II Whe is An invared is assurant to include as an additional insured the passacity or organizations(s) should be accepted by the passacity of the acts or or passacity or the acts or ordinators
 - to the performance of your ongoing operations: or
 - In commention with your premises owned by or remisel to you.

Houses

- The insurance afforded to such additional insured only applies to the added parallel by less and
- If coverage provided to the additional insured is required by a contract or agreement, the msuresce afforded to such additional insured will not be broader than that which you are required by the contract or agreement to protife a set provided to the contract.

- 8. With respect to the resurrance efforded to these additional incurreds, the following is added to the colors to
 - If coverage provided to the additional insured is regulated by a contract of agreement, the thirst sewill pay on behelf of the additional insured in the amount of insurance:
 - 1. Required by the contract or agreement: or
 - 2. Available under the applicable Limits of insurance shows in the Declarations;

whichever is less.

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

CG 28 28 04 13

Copyright, ineurance Services Office, Inc., 2012

Page 1 of 1

Reviewed By
Office of Town Attorney
Overthe R. Olivyo

AB

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

This Agreement is made this 20th day of April 2016, by New York AutoFest

(Hereinaster "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Audrey Avenue Oyster Bay extending from both sides of the Gazebo North to the LIRR station
For the event described as a charity Car show
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:
New York AutoFest

Title: Pres.

Address of Organization: 35 Capitol Heights Rd. Oyster Bay, NY 11771

Telephone Number: 516-882-5022

Reviewed By Office of Town Attorney Office of Town Attorney

Vista & align

Authorized Representative

Meeting of May 24, 2016

Resolution No. 262-2016

Meviewed By
Office of Town Attorney

WHEREAS, Plainedge Alumni Association, by letter dated April 16, 2016, has offered to donate the sum of \$667.09 collected by the Association to the Town of Oyster Bay, to help defray the cost of the memorial being built by the Town of Oyster Bay, in memory of Detective First Rank Brian Moore; and

WHEREAS, Leonard Genova, Town Attorney and Thomas M. Sabellico, Special Counsel, by memorandum dated May 4, 2016, recommend that the Town accept said donation, to partially fund the costs associated with the development and production of a bronze memorial statue to honor Detective First Rank Brian Moore to be erected at Plainedge Park in North Massapequa,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$667.09 from the Plainedge Alumni Association to help defray the cost of the statue to be placed at Plainedge Park in memory of Detective First Rank Brian Moore.

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	Ave

cc: Supervisor Town Attorney Comptroller (2)

13

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : May 4, 2016

SUBJECT: Donation of Funds to the Town of Oyster Bay for Memorial at Plainedge Park

Town Board authorization is requested and recommended to accept donations collected by the Plainedge Alumni Association in the amount of \$667.09, in an effort to partially fund the costs associated with the development and production of a bronze memorial statue to honor Detective First Rank Brian Moore to be erected at the site of Plainedge Park in North Massapequa.

It is requested that this matter be placed on the next available Town Board Action Calendar.

LEONARD GENOVA TOWN ATTORNEY

Thomas M. Sabellico Special Counsel

TMS:st Enclosure

cc: Town Attorney (w/19 copies)



April 16, 2016

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

Re: Det. Brian Moore Statue Fund

To Whom It May Concern,

Please accept these checks in the amount of \$67.09 collected by the Plainedge Alumni Association from its members and members of the Community, to be used for the Det. Brian Moore Statue Fund.

Brian's tragic death touched so many hearts and Plainedge is very grateful your effort to honor his memory.

Thank you,

Francine Pecoraro

Plainedge Alumni Association, Class 71

Social Media Coordinator

Meeting of May 24, 2016

Resolution No. 263-2016



WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated May 4, 2016, recommend that the Town's Public Employee Blanket Bond Insurance, be obtained from Travelers Casualty Insurance Company of America, nunc pro tunc from December 31, 2015 through December 31, 2016, through Salerno Brokerage Corp., at a renewal premium of \$7,565.00, with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000, or any other appropriate account

NOW THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to obtain the Town's Public Employee Blanket Bond Insurance, from Travelers Casualty Insurance Company of America, <u>nunc pro tunc</u> from December 31, 2015 through December 31, 2016, through Salerno Brokerage Corp., at a renewal premium of \$7,565.00, with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000, or any other appropriate account; and be it further

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

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

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

cc: Supervisor Town Attorney Comptroller (2)

pso 263

Town of Oyster Bay Inter-Departmental Memo

TO:

Memorandum Docket

FROM:

Office of the Town Attorney

DATE:

May 4, 2016

SUBJECT:

Public Employee Blanket Bond Insurance

In connection with the Town's Public Employee Blanket Bond Insurance, this office approached four (4) markets; namely, Utica National Insurance Company, American Alternative Insurance Company, Starr/Chub Insurance Companies and Travelers Casualty Insurance Company of America. The best coverage and the lowest premium is Travelers Casualty Insurance Company of America, through Salerno Brokerage Corp. The renewal premium is \$7,565.00, nunc pro tunc for the period December 31, 2015 through December 31, 2016.

Therefore, this office recommends that the Town's Public Employee Blanket Bond Insurance be obtained from Travelers Casualty Insurance Company of America, through Salerno Brokerage Corp., at a renewal premium of \$7,565.00, with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000, or any other appropriate account.

LEONARD GENOVA
TOWN ATTORNEY

Donna B. Swanson Deputy Town Attorney

DBS:aml Enclosure

S:\Attorney\RESO\$ 2016\MD & RESO\2016CasualtyIns.DBS.docx



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP. HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4825 • 516-364-4044 • Fax: 516-364-5901

February 10, 2016

Donna Swanson, Esq. Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771

RE:

Policy Type: Public Employee Blanket Bond

Carrier:

Travelers Casualty Ins Co of America

Policy #:

106426565

Policy Term: 12/31/2015 to 12/31/2016

Dear Ms. Swanson:

Please be advised that in addition to obtaining the captioned renewal bond from the Travelers Casualty Insurance Company of America, we also approached the following markets:

- 1. Utica National Insurance Company Declined advised they could not be competitive with the current policy.
- 2. American Alternative Insurance Company Declined, no longe offering stand alone Public Employee Blanket Bonds.
- 3. Starr/Chubb Declined as they cannot provide these coverages.

Please note that the marketplace is very limited for Fidelity coverage for Public Entities. Travelers is a leading carrier for this coverage.

Thank you for the opportunity to be of service. As always please do not hesitate to contact our office if you have any questions.

Verytruly yours,

SALERNO BROKERAGE CORPORATION

117 Oak Drive Syosset, NY 11791

> Town of Oyster Bay Town Attorney's Office 54 Audrey Avenue Oyster Bay, NY 11771

INVOICE ---

	Town of Oyster Bay	
	·	1970
Date	01/20/2016	
(Quatome)	Towns & Villages	
Survieu	Nicole Morton	
Rage Co.	1 of 1	

No. 12 September	union than san the season
invoicesummany理論	7,565.00
Rayment Amount	WW-DATELLE INC. PAR
Payment for Manager 1999	Involce#39193
106426565	

thank You

the parallelant and return such phytopol

Customer: Town of Oyater Bay

	own of Oyater Ba			
Involce	* VEffective 3+4	Property and the second of the second	是他们的一个人,但可以可以是是是一个人的,但是是一个人的,他们们是一个人的,他们们们们们们们们们们的一个人的,他们们们们们们们们们们们们们们们们们们们们们们们们	the school of the
			Policy #106426565 12/31/2015-12/31/2016	
			Travelers Property Casualty Co	
39193	12/31/2015	Renew policy	Crime - Renew policy	7,586.00
			Due Date: 1/20/2018	
1 :				
				1
1				
1				
1				
ļ				
				1
				·
				WANTED TO THE WAY
			'	7,585.00
			ļ	
				Thank You

SALERNO BROKERAGE CORPORATION
117 Oak Drive
Syosset, NY 11791
(516)364-4044
01/20/2018

WHEREAS, Len Margolis, President, Locust Valley Chamber of Commerce, P. O. Box 178, Locust Valley, New York 11560, by letter dated April 18, 2016, has requested the use of six (6) complete barricades, for their 7th Annual Summer Art Walk Festival, to be held on Saturday, May 28, 2016 from 11:00 a.m. to 4:00 p.m., and that said barricades be dropped off on May 27, 2016 and collected on May 31, 2016; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, by memorandum dated May 9, 2016, has advised that he has no objection to providing the Locust Valley Chamber of Commerce with the use of six (6) complete barricades, to be delivered on May 27, 2016, to be used to close off a private parking area on Forest Avenue from May 27, 2016 through May 31, 2016, in conjunction with the 7th Annual Summer Art Walk Festival, to be held on Saturday, May 28, 2016 from 11:00 a.m. to 4:00 p.m.; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby approved, and Kevin M. Hanifan, Commissioner of the Highway Department, is hereby authorized to provide the Locust Valley Chamber of Commerce with the use of six (6) complete barricades, to be delivered on May 27, 2016, to be used to close off a private parking area on Forest Avenue from May 27, 2016 through May 31, 2016, in conjunction with the 7th Annual Summer Art Walk Festival, to be held on Saturday, May 28, 2016 from 11:00 a.m. to 4:00 p.m.:

- 1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly authorized designee;
- 2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and in the conduct of the aforesaid activity; and
- 3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability and products liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate naming the Town of Oyster Bay as an additional insured, in connection with the aforedescribed activity.

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	Ave

cc: Supervisor Town Attorney Comptroller (2) Highway Public Safety

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 9, 2016

TO:

MEMORANDUM DOCKET

FROM:

KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS

SUBJECT:

LOCUST VALLEY CHAMBER OF COMMERCE

7th ANNUAL ART WALK FESTIVAL SATURDAY, MAY 28th 2016

Enclosed please find a copy of the letter from Len Margolis, President, requesting our assistance on behalf of the Locust Valley Chamber of Commerce in conducting their 7th Annual Summer Art Walk Festival on Saturday, May 28th, 2016.

Further, Mr. Margolis will be utilizing a private parking lot on Forest Avenue during the Annual Sidewalk Sale on May 28^{th} , 2016.

In addition, the Highway Department will be pleased to provide Six (6) Complete Barricades for the event, from May 27th thru May 31st, 2016. They will be delivered to that lot.

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

COMMISSIONER OF HIGHWA

KMH/taw

C:

Town Attorney (19) copies
Doug Robalino, General Foreman 005
Rich Buckley – 006
Justin McCaffrey, Commissioner, Public Safety Department
Steve Kelly, Sign Bureau Supervisor



Locust Valley Chamber of Commerce

P.O. Box 178
Locust Valley, New York 11560
www.locustvalleychamber.com

April 18th, 2016

Kevin Hanifan Commissioner of Highway 150 Miller Place Syosset, NY 11791

The Locust Valley Chamber of Commerce (LVCC) will be holding its 7th annual Art Walk Festival, on Saturday May 28rd, from 11:00 am until 4:00 pm.

We would like to request the use of 6 barricades to close off a private parking area on Forest Ave. from May 27th until May 31st.

We are hoping that this will help bring potential customers to the area to promote commerce in the area for this event.

The requisite insurance will be provided to the Town of Oyster Bay and Nassau County for this event. We would very much appreciate your assistance in arranging for a permit, for the approval for the use of this area.

Should you have any questions or require any further information please do not hesitate to contact me

Yours Truly.

Len Margolis, President LVCC

CERTIFICATE OF LIABILITY INSURANCE

LOCUS-4 OP ID: MC

DATE (MINOCHATT)

04/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

ALTORE A CENTRY INC. DO NOTE STRUCTURE LINDWER REARDON RAPLEE REARDON RAPLEE LINDWER REARDON RAPLEE REARDON RAPLEE REARD	certificate holder in fleu of such endorsement(s).			MILAT REARDON RAPLEE LINDNER							
MACCOUNT WITTER MACCOUNT WAILED LINDMER COVERAGES COVERAGES CERTIFICATE MARKERS: DEPART :	BADGE AGENCY, INC. 806 North Broadway, Suite 231			PHON							
REARDON RAPILE LINDRER INSURED A INTERPRETATION OF COMMAND AND CONTINUED CONTINUED OF THE POLICY PRINCE CONTINUED AND CONTINUED											
INSURED LOCUST Valley Chamber of Commerce P O Box 178 Locust Valley, NY 11880 EMPIRE 1 EMPIRE 1 EMPIRE 2 EMPIRE 2 EMPIRE 2 EMPIRE 3 EMPIRE 3 EMPIRE 3 EMPIRE 5 EMPIRE 5 EMPIRE 5 EMPIRE 5 EMPIRE 6 EMPIRE 5 EMPIRE 6 EMPIRE 6 EMPIRE 6 EMPIRE 7 THE IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN SSILED TO THE INSURANCE PORT THE POLICY PERSON PROCESSED. ON MAIN PROCESSED TO WHOCH THE CERTIFICATE MAY SO ENSURED TO SHAPE IN ASSESSED TO WHOCH THE SHAPE TO WHOCH THE CERTIFICATE MAY SO ENSURED TO SHAPE TO WHOCH THE CERTIFICATE MAY SO ENSURED TO THE INSURED ABOVE PORT THE POLICY PERSON CONTRACT ON OTHER DOCUMENT RESIDED TO WHOCH THE CERTIFICATE MAY SO ENSURED TO WHOCH THE SHAPE TO WHOCH THE CERTIFICATE MAY SO ENSURED TO WHOCH THE SHAPE TO WHOCH THE CERTIFICATE MAY SO ENSURED TO WHOCH THE SHAPE TO WHOCH THE SHAP	REARDO	N RAPLEE LINDNER				ADOR					
LOCUSE Visiley, NY 11580 PROPRIED 1 LOCUSE Visiley, NY 11580 PROPRIED 2 LOCUSE Visiley, NY 11580 PROPRIED 2 PROPRIED 2 PROPRIED 3 PROPRIED 4 PROPRIED 5											NAJC #
CONTINENTS P O BOX 178 Locust Valley, NY 11580 EMERS 1 EMERS 2 EMERS 3 EMERS 3 EMERS 3 EMERS 4 EMERS 5 EMERS 5 EMERS 5 EMERS 6 EMERS 6 EMERS 6 EMERS 7 THIS IS TO CERTEY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN SISLED TO THE INSURED NAMED ANAME PORT THE POLICY PERSON INCLATED. NOTWITHSTANDOR ANY RECURRENT. TERM OR CONTITON OF CONTRACT OR CHIRACTOR TO WHOCH THIS CERTIFICATE MAY BE SISLED OR MAY PREFURED. LISTED BELOW HAVE BEEN SISLED TO THE INSURED NAMED ANAME PORT THE POLICY PERSON EXCUSIONOR AND CONTITONOR OF SUCH POLICES. LISTED BEROW HAVE BEEN REVISION OF CONTRACT OR CHIRACTOR TO WHOCH THIS CERTIFICATE MAY BE SISLED OR MAY PREFURED. LISTED BEROW HAVE BEEN REVISION OF CONTRACT OR CHIRACTOR TO WHOCH THIS CERTIFICATE MAY BE SISLED OR MAY PRODUCE LISTED BEING TO WHOCH THIS CERTIFICATE MAY BE SISLED TO THE POLICY PERSON CERTIFICATE MAY BE SISLED OR MAY PRODUCE OF THE POLICY PERSON CERTIFICATE MAY BE SISLED TO THE POLICY PERSON C	44 (24) 22 22	(Valley Chambas	-4			10.00	HISURGEA: NAUTILUS INSURANCE CO. 17370				
P O Box 178 Locust Valley, NY 11880 PROPRET D: PROPRET	INSUPED		OT .			POSUR	R P 1				
LOCUST Valley, NY 11580 PRIVATE						Helit, Ht.	RC:				
COVERAGES CERTIFICATE MURRIBER: THE IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED ISSUED TO THE RESIDED ANAMED ANOVE FOR HE POLICY PRINCE CERTIFICATE MAY SEE SISSUED OR MAY PROTABLE LISTED ISSUED CONDITION OF ANY CONTRACT OF OTHERS DIAMED ANOVE FOR HE POLICY PRINCE CERTIFICATE MAY SEE SISSUED OR MAY PROTABLE LISTED SHOWN MAY HAVE BEEN REQUES BECKREEP HENRIS IS SUBJECT TO ALL THE TERMS. CERTIFICATE MAY SEE SISSUED OR MAY PROTABLE LISTED SHOWN MAY HAVE BEEN REQUES BECKREEP HENRIS IS SUBJECT TO ALL THE TERMS. CERTIFICATE MAY SEE SISSUED OR MAY PROTABLE LISTED SHOWN MAY HAVE BEEN REQUES BECKREEP HENRIS IS SUBJECT TO ALL THE TERMS. TYPE OF PRINCIPAL LISTED AND AND ANY HAVE BEEN REQUES BETWEEN HE SUBJECT TO ALL THE TERMS. ANY COMMENTAL LISTED AND AND ANY HAVE BEEN REQUES BETWEEN HE SUBJECT TO ALL THE TERMS. LISTED ANY COMMENTAL LISTED AND AND ANY HAVE BEEN REQUES BETWEEN HE SUBJECT TO ALL THE TERMS. LISTED ANY COMMENTAL LISTED AND AND ANY HAVE BEEN RECORD BY THE POLICIES BE CANCELLED BEFORE THE EXPENDANCE OF THE MAY HAVE BEEN RECORD BY THE POLICY LISTED BY THE POLICY PROVISIONS. AND ANY COMMENTAL LISTED AND ANY PROPERTY OF THE MASS OF THE POLICY LISTED BEFORE TOWN OF THE ADDRESS OF THE POLICY PROVISIONS. TOWN OF THE ADDRESS OF THE POLICY PROVISIONS. ANY PROPERTY LISTED AND ANY PROPERTY LISTED BY COMMENTAL BY THE POLICY LISTED BEFORE THE EXPERANCE PROVISION AND ANY PROPERTY LISTED BY POLICY BY THE POLICY PROVISIONS. TOWN OF THE ADDRESS OF THE POLICY PROVISIONS. AUTHORITIES IN THE POLICY PROVISIONS. AUTHORITIES OF THE ADDRESS OF POLICIES BE CANCELLED BEFORE THE EXPERANCE PROVISIONS. AUTHORITIES THE POLICY PROVISIONS. AUTHORITIES OF THE ADDRESS OF POLICIES BE CANCELLED BEFORE THE EXPERANCE PROVISIONS. AUTHORITIES TO POLICY PROVISIONS.						MBURER D:					
COVERACES CENTIFICATE MURBERS THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED HARDA ANDRESPORT THE POLICY PERIOD INDICATED. NOTWITH STANDING ANY RECUREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CENTRE HARD TO BE ANDRESPORT TO WHICH THIS SECRET DESCRIPTION OF MAY PORT OR THE POLICY PERIOD INDICATED. NOTWITH STANDING ANY RECUREMENT. THE RISTER OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCHANGE AND CONDITIONS OF SUCH POLICES. LIBITIS SHOWN MAY HAVE BEEN REDUCED BY PAD CLASS. EXCLUSIONS AND CONDITIONS OF SUCH POLICES. LIBITIS SHOWN MAY HAVE BEEN REDUCED BY PAD CLASS. EXCLUSIONS AND CONDITIONS OF SUCH POLICES. LIBITIS SHOWN MAY HAVE BEEN REDUCED BY PAD CLASS. AX COMMERCIAL CHARACTER WITH RESPECT DISTRICT DISTR						ROGURER E :					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN SSUED TO THE INSURED NAME FOR THE POLICY PERIOD NOCATED. NOTWITHSTANDING ANY RESTART, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXTURDING MAY BE SSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SHUCH POLICIES LIBRITS SHOWN MAY HAVE BEEN REDUCED BY PHAD CLAMBS. A X COMMENCIAL GRANDLA LIBRITY AND CONTROL CONTROL AND CONTROL CONTROL AND CONTROL AND CONTROL AND CONTROL AND CONTROL CONTROL CONTROL AND CONTROL CONTRO						HISTORY	RF;				
HOLOCATED. NOTWITHSTANDING ANY RECURREMENT. TERMS OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE SECRET RECORDS DESCREEDED BY THE POLICES DESCREEDED TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES LIMITS SHOWN MAY HAVE REEN REDUCED BY PAD CLARE. YOUNG THE PROPERTY OF THE PROPERTY OF ALL THE TERMS, POLICY HAVE REEN REDUCED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REEN REDUCED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REEN REDUCED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REEN REDUCED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REEN REDUCED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REPORTED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REPORTED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REPORTED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REPORTED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REPORTED BY PAD CLARE. X COMMENCIAL DRIVER TO ALL THE TERMS, POLICY HAVE REPORTED BY PAD CLARE. X COMMENCIAL DRIVER BY PA											
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES LIBERTS SHOWN MAY HAVE BEEN REDUCED BY PLAD CLARIS. TYPE OF REMANDER A X COMMISSION, CHARLES AND COLUMN AND COLUMN MAY HAVE BEEN REDUCED BY PLAD CLARIS. LIBITS LACADE-MADOR X COMMISSION IN SOCIETY IN SUBJECT TO ALL THE TERMS, EXCLUSIONS OF PLAD CLARIS. LIBITS LACADE-MADOR X COLUMN IN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND COLUMN MAY HAVE BEEN REDUCED BY PLAD CLARIS. LIBITS LACADE-MADOR X COLUMN IN SUBJECT TO ALL THE TERMS, EXCLUSION AND COLUMN MAY HAVE BEEN REDUCED BY PLAD CLARIS. LIBITS LACADE-MADOR X COLUMN IN SUBJECT TO ALL THE TERMS, EXCLUSION AND COLUMN MAY HAVE BEEN REDUCED BY PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE TERMS, EXCLUSION AND COLUMN MAY HAVE BEEN REDUCED BY PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE TERMS, EXCLUSION AND COLUMN MAY HAVE BEEN REDUCED BY PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE TERMS, EXCLUSION AND COLUMN MAY HAVE BEEN REDUCED BY PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE TERMS, EXCLUSION AND COLUMN MAY HAVE BEEN REDUCED BY PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE TERMS, EXCLUSION AND COLUMN MAY HAVE BEEN REDUCED BY PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN SUBJECT TO ALL THE PLAD CLARIS. LIBITS SHOWN IN S											
TYPE OF PREVIOUS AND LABELTY A X COMMERCIAL CHARMAN LABELTY CLARMAN MAD COURT X NIMEST243 DEFORMATION OF PROPERTY LIMIT APPLIES PER POLICY (CARREST LIMIT APPLIES PER LIMIT APPLIES POLICY LIMIT S TOWN OF OPERATIONS / LOCATIONS / LOCATIONS / VIEW ADDRESS PER LIMIT APPLIES POLICY PROVISIONS. TOWN OF OPERATIONS / LOCATIONS / LOCATION											
TOWN of Cyster Bay Highway Dept Town of Cyster Bay Highway Dept Hospital Country 1997 Highway Dept Highway	EXCLUS		POL	CIES	LIMETS SHOWN MAY HAVE		REDUCED BY	PAID CLAIMS.		_	•
A X COMMENCIAL GRAMMAL LABOUTY CLARE-MADE X OCCUR I X NN631243 D8/04/2018	增	TYPE OF INSURANCE					0444		LRET		
GENERATOR OF CPSEATIONS / LOCATIONS / LOCA		COMMERCIAL GENERAL LIABILITY									1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VENCHALED (ACCIDED LET) Was additional insured MED DOP / (Any one person) \$ 1,000,000		CLAME MADE X OCCUR I	X		NN631243		05/04/2016	06/04/2017	PREMISES (Ex constraints)	1	500,000
OBNIT AGGINGATE LIMIT APPLIES PER POLICY SET LOC PROCUETS - COMPRES 400 \$ SINCLIDES PROCUETS - COMPRES 400 \$ SINCLIDES AUTOBORISE I LAURITY AUTOBORISE AUTOBORISE UNISPERIAL LUB COCUR EXCESS LIMA CARRIEDORIS VORTICES COMPRIANTOR AUTOBORISE AUTOBORISMO AUTOBORISE AUTOBORISE AUTOBORISMO AUTOBORISE AUTOBORISMO AUTOBORISMO AUTOBORISMO AUTOBORISMO AUTOBORISMO AUTOBORISMO AUTOBORISMO AUTOBORISMO AUTO				ĺ							8,000
PROCECTE COMPTION AND BOOK PLANT VENT BOOK PART WAIK TOWN OF OPERATIONS LOCATIONS VENT WAIK TOWN OF OPERATIONS LOCATIONS VENT WAIK CERTIFICATE HOLDER TOWN OF O'STATE Bay Highway Dept 1 SONG PROCESS OF SEASON STATE PROCEST LAND SHOULD SHOULD SHOULD SEPORT BAY Highway Dept 1 SONG PROCESS OF SHOULD SHOULD SHOULD SEPORT BAY Highway Dept 1 SONG PROCESS OF SHOULD SHOULD SHOULD SEPORT BAY Highway Dept 1 SONG PROCESS OF SHOULD S	:			1						1	1,000,000
ANTONOSE LIABILITY ANTOS ALLOWARD SHOULT LIAB ANTOS ALLOWARD ALTOS BECCESS LIAB CLAMBAMADE COOL REPORTED COOL REPORT S ELCHOCURRENCE S AGGREGATE S AGGREGATE S ELDISABLITY ALTOS ALLOWARD ALTOS BEACH OCCURRENCE S AGGREGATE S AGGREGATE S ELDISABLITY ALLOWARD ALTOS ACCORDANCE WITH THE BOOKED POLICES BE CANCELLED BREFORE THE BORRATION DATE THERROY, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ALTHORESE LIABILITY ALTHORESE LIABILITY ALLOWARD ALTHORESE METATIVE AUTHORESE LIABILITY ALLOWARD ALTHORESE METATIVE AUTHORESE LIABILITY ALTHORESE	GENT	AGGREGATE LIMIT APPLIES PERL	1				}		GENERAL AGGREGATE	8	2,000,000
ANTONOSE LIABILITY ANTOS ALLOWARD SHOULT LIAB ANTOS ALLOWARD ALTOS BECCESS LIAB CLAMBAMADE COOL REPORTED COOL REPORT S ELCHOCURRENCE S AGGREGATE S AGGREGATE S ELDISABLITY ALTOS ALLOWARD ALTOS BEACH OCCURRENCE S AGGREGATE S AGGREGATE S ELDISABLITY ALLOWARD ALTOS ACCORDANCE WITH THE BOOKED POLICES BE CANCELLED BREFORE THE BORRATION DATE THERROY, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ALTHORESE LIABILITY ALTHORESE LIABILITY ALLOWARD ALTHORESE METATIVE AUTHORESE LIABILITY ALLOWARD ALTHORESE METATIVE AUTHORESE LIABILITY ALTHORESE	. 7	OUCY LOC	i	ĺ					PRODUCTS - COMP/OP AGG	1	INCLUDED
ANY AUTO ANY AUTO ALL OWNERS ANTOS BOOK Y BLEVY (Per person) BOOK Y BLEVY (Per per per per per per per per per per p	ه آ ب	·					į			\$	
ANY AUTO ALTOS BOOLY BLLRY (Per socion) BOOLY BLLRY (Per soci									(Se accident)	6	
ALLOWARD AUTOS AUT		NAY ALITO		}						\$	/
HARED AUTOS AUTOS CERCENTOS SECURIOS SE		ALL OVANED SCHEDULED					ļ		BODILY NAURY (Per excident)	ı	
UMBRELLALIAB CCCUR EXCESS LIAB CLAMBANDE OCO INSTENTIONS WORKERS COMPRIANTON WORKE		NON-OWNED		1					PROPERTY DAMAGE		
EXCESS LIAB CLASS MADE OED RETENTION \$ WORKERS COMPRISENT ON \$ WORKERS COMPRISENT ON \$ WORKERS COMPRISENT ON \$ AND SERVICE OF \$ EL EACH ACCIDENT \$ BL DISEAS - EA REPLOYEE \$ CERTIFICATE HOLDER TOWN of Oyster Bay Highway Dept 150 Miller Place AGGREGATE \$ AGGREGATE \$ EL EACH ACCIDENT \$ EL DISEAS - EA REPLOYEE \$ EL DISEAS - POLICY LAMT \$ CERTIFICATE HOLDER CANCELLATION TOWN of Oyster Bay Highway Dept 150 Miller Place AGGREGATE \$ AGGREGATE \$ EL DISEAS - POLICY LAMT \$ EL DISEAS - POLICY LAMT \$ CANCELLATION TOWN of Oyster Bay Highway Dept 150 Miller Place AGGREGATE \$ AGGREGATE \$ EACH ACCIDENT \$ EL DISEAS - POLICY LAMT \$ EL DISEAS - POLICY LAMT \$ EL DISEAS - POLICY LAMT \$ CANCELLATION TOWN of Oyster Bay Highway Dept 150 Miller Place	,		i							•	
EXCESS LIAB CLASS MADE CEO INTENTIONS ADDRESS COMPRISENTATION AND DESCRIPTION OF COMPRATIONS LIABILITY OFFICIAL MEDICAL EXCHANGES EXCLUSED (Intended to Line of Compression of Compre	,,	JMBRELLA LIAB	\vdash						FACH OCCURRENCE	•	
ORD RETENTIONS WORKSERS COMPRISED WORKSERS COMPRESED WORKSERS COMPRISED WORKSERS C	· .									. -	
WORKERS COMPRISATION AND EMPLOYERS LABRILTY ANY PROPERSIONANT MEMORITATION ANY PROPERSIONANT MEMORITATION OF CHEATIONS / LOCATIONS / VEHICLES (ACORD 141, Additional Remarks Schedule, may be stinched if some agence is required) TOWN OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 141, Additional Remarks Schedule, may be stinched if some agence is required) REVIEWED BY Office of Town Attorney Office of Town Attorney Office of Town Attorney CERTIFICATE HOLDER TOWN of Cyster Bay Highway Dept 150 Miller Place AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE	,		1						7.55	`	
ANY PROPRIETOR PARTITIONED LIGHT WITH ANY PROPRIETOR LANGE LEARN ACCIDENT & EL DISEASE - POLICY LIMIT & EL DISEASE	WORK	ERS COMPENSATION							PER QTH	•	
EL DISCASE. AN EMPLOYEE S EL DISCASE. AN EMPLOY	AND 8	MPLOYERS LIABILITY								•	
DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached it many space is required) The May 28, 2018 Paint the Town/Art Walk Reviewed By Office of Town Attorney Office of Town Attorney CERTIFICATE HOLDER TOWN OF Cyster Bay Highway Dept 150 Miller Place EL DESCASE - POLICY LANT S CANCELLATION CANCELLATION AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE	OFFIC	SPIMENINGS EXCLUDED?	N/A				}			•	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more apasse is required) Town of Operations / Locations / Vehicles (ACORD 161, Additional Remarks Schedule, may be attached if more apasse is required) Reviewed By Office of Town Attorney Office of Town Attorney Office of Town Attorney TOWN ATTORNEY CANCELLATION TOWN ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED REFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REFRESENTATIVE	if yes,	describe under		ļ	(-	
TOWN of Cyster Bay Highway Dept 10 Ider Is additional insured Reviewed By Office of Town Attorney CANCELLATION CANCELLATION TOWN OF THE ABOVE DESCRIBED POLICES BE CANCELLED REFORE ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORESED REPRESENTATIVE AUTHORESED REPRESENTATIVE	DESC	RIPTION OF OPERATIONS DOING		 					ELL DISEASE - POLICY LANT		_
TOWN of Cyster Bay Highway Dept 10 Ider Is additional insured Reviewed By Office of Town Attorney CANCELLATION CANCELLATION TOWN OF THE ABOVE DESCRIBED POLICES BE CANCELLED REFORE ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORESED REPRESENTATIVE AUTHORESED REPRESENTATIVE		4		ĺ							
TOWN of Cyster Bay Highway Dept 10 Ider Is additional insured Reviewed By Office of Town Attorney CANCELLATION CANCELLATION TOWN OF THE ABOVE DESCRIBED POLICES BE CANCELLED REFORE ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORESED REPRESENTATIVE AUTHORESED REPRESENTATIVE											
TOWN of Cyster Bay Highway Dept 10 Ider Is additional insured Reviewed By Office of Town Attorney CANCELLATION CANCELLATION TOWN OF THE ABOVE DESCRIBED POLICES BE CANCELLED REFORE ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORESED REPRESENTATIVE AUTHORESED REPRESENTATIVE				<u></u>							
CERTIFICATE HOLDER TOBWALK SHOULD ANY OF THE ABOVE DESCRISED POLICES BE CANCELLED REFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	DESCRIPTIO	ON OF OPERATIONS / LOCATIONS / VEHIC	A AS	ACOR	ID 161, Additional Remerts Scho		be etinohed if a	inca stacco ji ted			
CERTIFICATE HOLDER TOBWALK SHOULD ANY OF THE ABOVE DESCRISED POLICES BE CANCELLED REFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	re: May	28, 2016 Paint the Town/Ar	t Wa	lk					hawainad	BV	
CERTIFICATE HOLDER TOBWALK SHOULD ANY OF THE ABOVE DESCRISED POLICES BE CANCELLED REFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	•	-							MOVICION TO A TOWN	Attor	ney
CERTIFICATE HOLDER TOBWALK SHOULD ANY OF THE ABOVE DESCRISED POLICES BE CANCELLED REFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	noider is additional inarred							Office or 10 mil	,		
CERTIFICATE HOLDER TOBWALK SHOULD ANY OF THE ABOVE DESCRISED POLICES BE CANCELLED REFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE									Dratal.	alı	Mrs
CERTIFICATE HOLDER TOBWALK SHOULD ANY OF THE ABOVE DESCRISED POLICES BE CANCELLED REFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE									- y van	'	15
TOBWALK SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED REFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE											
SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCILLED REFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORESIS REPRESENTATIVE AUTHORESIS REPRESENTATIVE	CERTIF	CATE HOLDER				CANC	ELLATION				
Town of Cyster Bay Highway Dept 150 Miller Place					TOBWALK						
Town of Oyster Bay Highway Dept 150 Miller Place ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE											
Town of Cyster Bay Highway Dept 150 Miller Place											TAEVED M
150 Miller Place	Highway Dept										
				AUTHORIZED REPRESENTATING							
SVORBOL NV 13/E1				milal Venter							

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 26 (2014/01)

The ACORD name and logo are registered marks of ACORD

Locust Valley Chamber of Commerce Policy # NN 631243

Nautilis Insurance Company

POLICY NUMBER:

05/04/16 - 05/04/17

COMMERCIAL GENERAL LIABILITY CG 20 25 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

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

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

Section if — 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:

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

Reviewed By Office of Town Attorney

	144
Hold Harmless Agreement	br Use of Town Property and/or Routement (LVCC)
This Agreement is made this /5 day of	
(horoinafter "Organization"). Whereas Organizati	on desires to use Town of Oyster Bay property and/or equipment
located at and/or described as Private lack	what at 63 forest for Leaves Vally
1 0 -	Kin Area
7	
for the event described as ARTUMEK	Plant the Town
The broker of the same and the	May 31st
The event for which the property and/or equipment is	s requested () is () is not a profit making event.
In consideration of the Town granting the Organiza	tion permission to temporarily use Town property and/or equipment,
	ereby agrees to assume all liability and risk of loss and shall be
-	persons arriving on and using Town property and/or equipment in
	lersigned further hereby releases the Town of Oyster Bay, its officers,
	ers from any liability for any injuries sustained or damages incurred
F	s arising out of the Organization's use of the Town property and/or
- · · · · ·	ad hold harmless the Town, its officers, employees, servents, agents
	d 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 trip remaids the To	wn with a copy of its general liability insurance certificate, in the
	00 general aggregate and, where appropriate, \$2,000,000 products,
painting me town se goodrouse mariner. Wit comince	tos 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.	property among adjustment at sandon so the approves of the sound
•	
	Name of Organization
•	,
	LOCUET Valle CHAMBER of Carry von
+ 45 - +	
	Address of Organization
.•	1.0. Ben (78 Loust VAG
	New york \$1565
	By:
	Authorized Representative
	, , , , , , , , , , , , , , , , , , ,
•	Title:
	Thur.
	Telephone Number:
	Tachante Number.
. .	
	Reviewed By
The state of the s	Office of Town Attorney
•	
	Wrate V. aligno

.

DATE:	4/20/16				
TO:	HIGHWAY OPERATION	s			
SUBJECT:	Locust Valley COC 7 th Annu	al Art Walk Festival Sat	May 28, 2016		
PLEASE DE	LIVER TO:	DATE OF EVENT:	5/28/16		
Private Parkin	*** · · · · · · · · · · · · · · · · · ·	BARRICADES:	6		
63 Forest Ave	,	SORT PAILS:			
Contact: Len Margolis 516-759-1133		CVM TRUCK:			
		SANITATION PACKE	ERS:		
		DELIVER ON:	5/27/16		
		PICKUP ON:	5/31/16		
		SIGNATURE:	200 pillon - Marian Bariaga Malla ann birna san a canim-ann a brain Malla ann ann a		
		PRINT NAME:			
RETURNED	ON:	CONES:			
BARRICADI	ES:	MISC. ITEMS:			
SORT PAILS	S:	FOREMAN:			
		FOREMAN AREA			
SWEEPING :	BEFORE AFFAIR IS NEEI	DED: YES \(\bigcup \) No	0 🗆		

Please be advised that when signing on receipt of Town Equipment, your organization will

KMH/taw

C:

Doug Robalino, General Foreman
Peter Brown, Regional Foreman
Jim Ajamian, Area Foreman
Rich Buckley
Jeff VanNostrand
Public Safety Division

005
009
011
006

be held responsible for their return.

KEVIN M. HANIFAN COMMISSIONER OF HIGHWAYS

WHEREAS, David L. Waldo, Executive Director, The Waterfront Center, 1 West End Avenue, Oyster Bay, New York 11771, by letter dated February 4, 2016, has requested the use of the entire Beekman Beach area, and the use of twenty (20) traffic cones and six (6) complete barricades, for its Bay Day on June 5, 2016, from 9:00 a.m. until 6:00 p.m; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Department of Highways, by memorandum dated May 9, 2016, has advised that the Department of Highways has no objection to providing The Waterfront Center with the use of the entire Beekman Beach area, and use of twenty (20) traffic cones and six (6) complete barricades for its Bay Day on June 5, 2016, from 9:00 a.m. until 6:00 p.m, to be dropped on June 3, 2016, and collected on June 6, 2016; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Highways is hereby authorized to provide The Waterfront Center with the use of the entire Beekman Beach area, and twenty (20) traffic cones and six (6) complete barricades for its Bay Day on June 5, 2016, from 9:00 a.m. until 6:00 p.m, and said barricades shall be dropped off on June 3, 2016 and collected on June 6, 2016, subject to the following terms and conditions:

- 1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Highways, or his duly designated representative;
- 2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the aforedescribed activity; and
- 3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability and products liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 aggregate per year and naming the Town of Oyster Bay as an additional insured, in connection with the aforedescribed activity.

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

Supervisor Town Attorney Comptroller (2) Highway Parks

cc:

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 9, 2016

TO:

MEMORANDUM DOCKET

FROM:

KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS

SUBJECT:

THE WATERFRONT CENTER BAY DAY

SUNDAY JUNE 5TH, 2016 at BEEKMAN BEACH

Enclosed please find a copy of the letter from David L. Waldo, Executive Director, requesting our assistance on behalf of the Waterfront Center in hosting Bay Day on Sunday June 5, 2016. The Waterfront Center would like to utilize the entire Beekman Beach area in the Town of Oyster Bay.

In addition, the Highway Division will be pleased to provide Twenty (20) traffic cones and Six (6) Complete Barricades.

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

COMMISSIONER OF HIGHWAYS

KMH/taw Attachments

C: Town Attorney (19) copies
Doug Robalino, General Foreman
Steve Kelly, Sign Bureau
Parks Department
Public Safety Division

B- 1/1 1/1/201

A S

February 4, 2016

Department of Parks Ms. Donna Antetomaso Town of Oyster Bay 977 Hicksville Road Massapequa, NY 11758

Ms. Donna Antetomaso,

I am writing to you in reference to obtaining a 'Special Events Permit' for our tentative event 'Bay Day' which we are hopeful to have on Sunday, June 5, 2016 from 9am to 6pm.

List of things needed from TOB

- Dumpster
- Barricades and traffic cones
- Additional Public safety
- Street sweeping of parking lots and firemans field on the Friday or Saturday prior to the event
- Showmobile
- Direct communication with Public Safety passes for vendors to let them through
- Additional garbage cans for trash in Beekman

Bay Day, as you may know, is our annual gift to the community where we provide no cost activities to the public. We are asking permission to utilize Beekman Beach and the entire parking lot as the staging area for vendors and a public space for people. We also request the use of the show-mobile for live music provided by the WaterFront Center. We are also hosting our annual Anything That Floats Race off of Beekman Beach, encouraging participation by students of local schools and groups as well as adults from the surrounding areas. Those traveling by car will park in the public parking at the Western WaterFront.

David L. Waldo Executive Director

Cc: Georgia Filasky

gl

TOWN OF OYSTER BAY

INTETR-DEPARTMENTAL MEMO

May 9, 2016

TO

KEVIN HANIFAN, COMMISSIONER OF HIGHWAY

: DONNA ANTETOMASO, RECREATION SPECIALIST III

THROUGH: FRANK A. NOCERINO, COMMISSIONER OF PARKS

SUBJECT: Bay Day June 5th 2016

Attached is a letter from David Waldo, Executive Director of the Waterfront Center. He is requesting specific items needed for this year's Bay Day event at Beekman Beach on Sunday June 5th 2016 from 9:00am to 6:00pm.

The Parks Department is requesting that the Highway Department supply Mr. Waldo with the following items:

Barricades and Traffic Cones

Street sweeping of the parking lots and Fireman's Field on the Friday or Saturday prior to the event.

If you have further questions please feel free to contact Donna Antetomaso at ext. 8221.

DONNA ANTETOMASO RECREATION SPECIALIST III

FRANK A. NOCERINO DEPUTY COMMISSIONER OF PARKS

FAN/DA

Client#: 8092

WATERCEN

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MITTAGONIA) BTAG

4/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE
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.

MIPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROCATION IS WAIVED, subject to
the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not certificate to the

certificate holder in fleu of auch endorsement(a).		•					
PRODUCER	SOUTAGE Linda J. Wagner						
Starkweether & Shepley	AG, Not	. 401-431-9661					
insurance, inc.	Accounts Iwagner@starshep.com						
PO Box 549	DISTURBING AFFORDING COVERAGE	NAIC J					
Providence, RJ 02901-0549	MINISTRA : Travelers	25674					
MALAGED		10074					
The Waterfront Center	DIEURER B :						
† West End Avenue	MOURER C:						
Oyster Bay, NY 11771	RIBURSR D:						
	NEGREER & c						
	MINURER F;						
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:						
THIS IN TO CERTIFY THAY THE POLICIES OF INSURANCE LISTED BELOW H INDICATED. NOTWITHATANDING ANY RECUIREMENT, TERM OR CONDITION. CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITE SHOWN MAY HA	of any contractor other document with respect Ed by the policies described Herein is subject to . LVE BEEN REDUCED by PAID CLANS.	TO WHICH THUS					
TYPE OF MEURANCE DASK WAS POLICY MUSICER	BOOK OF THE BOOK O	7					
A X COMMERCIAL GENERAL LIABILITY ZOL14R4191A15ND	05/07/2015 01/07/2017 EACH OCCURRENCE	41,000,000					
CLAMB-HADE X OCCUR	PRIMARY TO REMED	\$100,000					
	MED EXP (Any one person)	110,000					
	PERSONAL S ADV BALLEY	*1,000,090					
GENTL AGGREGATE LIMIT APPLIES PIER		12,000,000					
POUCY PRO. LOC	GENERAL, AGGREGATE PRODUCTS - COMPION AGG						
OTHER	PRODUCTE: COMPROP AGE	12,000,000					
AUTOMORINE LIABILITY	COMMUNIC SINCE LIMIT	-					
AMY AUTO	(CA resident) ACCSLY (HARRY (Per parazay)	1					
ALL CHARAGED ACCIGNOSED	SCIDELY (For societies)	6					
AUTOS AUTOS AUTOS AUTOS	Par socient	\$					
HIRED AUTOR AUTOR	(Per socialent)	3					
LINESTELLA LIAB COSTA							
	EAGH OCCURRENCE	1					
CL-CAS-CALLE	AGGREGATE	\$					
GEO PETENTION 8	I I I I I I I I I I I I I I I I I I I	3					
AND CLASS CONTROL & CAMP POLE	FIRTH OTH						
ANY CREATE TO PARTNER TRACUITIVE Y/A	ELL, EACH ACCIDENT	\$					
(Mundulery In IRIS	EL CHEASE - EA HAPLOYER	3					
If you, describe under DESCRIPTION OF OPERATIONS below	S.L. DIBBABIE - POLICY LIMIT	\$					
DESCRIPTION OF OPERATIONS / LOGATIONS / VENOUS (ACORD 191, Admittata) Research Schedule, may be attached if mere apace in required) Certificate Holder is included as Additional Insured ATIMA with respect to event from June 3-6, 2016							
CERTIFICATE HOLDER CANCELLATION							
Town of Oyster Bay Highway Dept 150 Miller Place	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DISLIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Syosset, NY 11791	AUTHORIZED REPRESIONTATIVE						
1	Linda J. Wagner						

@ 1988-2014 ACORD CORPORATION All rights reserved.

ACORD 25 (2014/01) 1 of 1 The ACORD name and logo are registered marks of ACORD #S802629/M801006

Reviewed By
Office of Town Attorney



BLANKET ADDITIONAL INSURED ENDORSEMENT -INCLUDING COMPLETED OPERATIONS (BROAD FORM)

in consideration of an additional premium of \$INCLUDED and subject to all terms, conditions and exclusions contained in this policy, and further subject to the conditions of this endorsement, it is agreed that:

- Clause 11 Persons Insured of Section I: General Conditions is amended to include as an additional insured, with waiver of subrogation if required, any person or organization whom the Named insured is required to add as an additional insured on this policy under:
 - (1) A written contract; or

an Of

1

- An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an additional insured; but the oral agreement or written contract must be: (2)
 - (a) An "insured contract";
 - (b) Currently in effect or becoming effective during the term of this policy;
 - Executed or agreed to prior to an "occurrence" or offense that gives rise to a "claim" or "suit". (c)

Such person or organization is an additional insured only with respect to liability arising out of work performed for said additional insured by or on behalf of the Named Insured. When required by a written contract or agreement between the Named Insured and the additional insured, shown on a Certificate of Insurance provided to this Company, coverage afforded by this policy shall be primary and non-contributory.

Where a contract or agreement for the lease or rental of premises obligates the Named Insured to add the manager or lessor of such premises as an additional insured, such manager or lessor is an additional insured only with respect to their liability arising out of the maintenance, operation or use by the Named Insured of that leased premises. 2

This insurance does not apply to:

- 'Any "occurrence" which takes place after the Named Insured has ceased to lease or rent the premises; (a)
- Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; (b)
- Liability arising out of the sole omission or negligence of the additional (c) insured
- Where a contract or agreement for the lease or rental of equipment obligates the Named Insured to add the lessor of such equipment as an additional insured, such

Name of Insured **Policy Number** Effective Date 05/07/2015 Processing Date 04/23/2015 The Waterfront Center ZOL-14R4191A-15ND OMOL0138 Ed. 7-05

2005 The Travelers Indemnity Company. All rights reserved.

Page 1 of 2

Reviewed By Office of Town Attorney Office or 10....

lessor is an additional insured only with respect to its liability arising out of the maintenance, operation or use by the Named Insured of that leased equipment.

This insurance does not apply to:

- (a) .Any "occurrence" which takes place after the aguipment lease expires;
- (b) Liability arising out of the sole omission or negligence of the additional insured.
- When an additional insured is a partner or member of a partnership, joint venture, or limited liability company, this policy will only respond for liabilities insured hereunder for an amount not exceeding the additional insured's participation in such partnership, joint venture or limited liability company.
- 5. The inclusion of an additional insured under this insurance does not:
 - (1) Increase the Limits of Insurance set forth under Clause 7, Limits of Insurance, of Section I: General Conditions;
 - (2) Obligate the Company to send notice of cancellation or change of coverage to an additional insured;
 - (3) Apply to an "insured contract" entered into by the additional insured.
- 6. Insurance afforded to an additional insured under this policy shall not exceed the coverage and/or limits required by the contract or agreement between the Named Insured and additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned policy, other than as above stated.

OMOL0138 Ed. 7-05 Page 2 of 2

2005 The Travelers Indemnity Company. All rights reserved.

JH

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

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 endorsoment. 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: Name of Organization:	This Agreement is made this 30 day of North 2016, by the Westront Center- (Hereinster "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 1500 and 1500 for local from 1
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 endorsoment. 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: Address of Organization: Likest Each Like	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
Name of Organization: Address of Organization: Likes Front Certor Address of Organization:	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
The Later Front Certor Address of Organization: [West Engl Lie	
The Later Front Certor Address of Organization: [West Engl Lie	Name of Organization:
1 likest Eng his	4.44.
Title: Exc. Dreck Telephone Number:	By: Authorized Representative Title: Exec, Drech

As

Reviewed By Office of Town Attorney

Trutal alogy

DATE:
TO:
SUBJEC
PLEASE
The Wate By Beekr
Сопраст
RETURN
BARRIC
SORT PA

3/28/16

HIGHWAY OPERATIONS

T: Waterfront Center Bay Day

DELIVER TO:

DATE OF EVENT:

June 5, 2016

erfront Center man Beach OB

BARRICADES:

SORT PAILS:

David Waldo CONES:

20

DELIVER ON:

6/3/16

PICKUP ON:

6/6/16

SIGNATURE:

PRINT NAME:

VED ON:

CONES:

ADES:

MISC. ITEMS:

AILS:

FOREMAN:

FOREMAN AREA

SWEEPING BEFORE AFFAIR IS NEEDED: YES

NO 🔲

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

KEVIN MAANIFAN COMMISSIONER OF HIGHWAYS

KMH/taw

Doug Robalino, General Foreman 005 Peter Brown, Regional Foreman 009 Peter Brown, Area Foreman 009

Rich Buckley 006 Jeff Van Nostrand Public Safety Division

Meeting of May 24, 2016

Resolution No. 266-2016

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-Town of Oyster Bay 2014 Single Audit Report for the period ended December 31, 2014, in compliance with General Municipal Law, Article 3, Section 35, requiring public notice of said report and filing with the State Comptroller, such ratification being <u>nunc pro tunc</u> from May 5, 2016.

#

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	Ave

cc: Supervisor Town Attorney Comptroller (2)

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMORANDUM

May 6, 2016

TO:

Memorandum Docket

FROM:

Carol Ann Strafford, Director of Legislative Affairs

THRU:

Leonard Genova, Town Attorney

SUBJECT: Town of Oyster Bay -

External Audit Report - Single Audit Report for the period ended December 31, 2014.

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.

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 May 5, 2016.

> Leonard Genova Town Attorney

Carol Ann Strafford

Dir. of Legislative Affairs

LG:CAS:pc

Cc: Town Attorney (w/19 copies)

Meeting of May 24, 2016

Resolution No.267-2016

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 21st day of June, 2016, at 8:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 30 ETHICS AND REPLACING IT WITH A NEW CHAPTER 30 ETHICS"; and be it further

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

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

Supervisor 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) Town Clerk

Reviewed By
Office of Town Attorney

PUBLIC NOTICE

Nant A Reviewed By Office of Town Attorney PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 21st day of June, 2016, at 8:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the matter set forth hereinafter: PROPOSED LOCAL LAW, entitled "A LOCAL LAW TO AMEND CHAPTER 30 ETHICS AND REPLACING IT WITH A NEW CHAPTER 30 ETHICS." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: May 24, 2016, Oyster Bay, New York.

Town of Oyster Bay Inter-Departmental Memo

ТО

MEMORANDUM DOCKET

FROM

Office of the Town Attorney

DATE

May 4, 2016

SUBJECT:

Proposed Local law entitled:

"A LOCAL LAW TO AMEND CHAPTER 30 ETHICS AND REPLACING IT

WITH A NEW CHAPTER 30 ETHICS"

This office has prepared the following items necessary to establish a new local law referenced above:

1. Public Notice;

2. Resolution calling for a Public Hearing; and

3. Proposed legislation.

Kindly place this matter on the Town Board Action calendar.

LEONARD GENOVA TOWN ATTORNEY

Thomas M. Sabellico Special Counsel

TMS:st Enclosure

cc: Town Attorney (w/19 copies)
S:\Attorney\LOCAL LAWS\LAC 30 Ethics\MD.docx

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

XXXXXX							
XXXX							
of	Oyster Bay						
Town XXXXXXX							
Local La	w No		of	the year _	2016	-	
		OCAL LAW TO PTER 30 ETHIC		CHAPTER	. 30 ETHIC	CS AND REI	PLACING
Be it enacted	by the	Town Board (Name of Legislat	d tive Body)		Name (Annual Annual		of the
XXXXXX							
XXXX							
	Oyster Ba	Y		CONTRACTOR OF WANTERSON ENGINEERING		as follows:	
Town XXXXXXX							
Section 1. A follows:	Amend Cha	pter 30-Ethics of	f the Code	of the Tov	vn of Oyst	er Bay, New	York, as
Chapter 30 -	ETHICS.						
DELETE:							
IN ITS ENTI	RETY						
ADD:							

NEW CHAPTER 30 (ETHICS)

Section 1. Chapter 30 (Ethics) as presently existing is hereby repealed in its entirety and it is replace with a new Chapter 30 (Ethics) which is hereby added to read as follows:

ARTICLE I.

GENERAL PROVISIONS

Section 30-1. Purpose.

Officers and employees of the Town of Oyster Bay hold their positions to serve and benefit the public, and not to obtain unwarranted personal or private gain in the exercise and performance

of their official powers and duties. The Town of Oyster Bay recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This Chapter establishes those standards.

Section 30-2. Definitions.

- (a) "Interest" means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the Town or an area of the Town, or a lawful class of such residents or taxpayers. A Town officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or dependent, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization's equity or debt, whether in the form of outstanding stock or otherwise.
- (b) "Relative" means a spouse, child, stepchild, dependent, parent, stepparent, sibling or stepsibling of a Town officer or employee.

Section 30-3. Applicability.

- (a) This Chapter applies to all officers and employees of the Town of Oyster Bay, whether paid or unpaid, including the members of any Town department, agency, board or commission.
- (b) Article II, Section 30-10 (Future Employment) of this Chapter applies to current and former officers and employees of the Town.
- (c) Article II, Section 30-11 (Independent Contractors) of this Chapter applies to independent contractors of the Town.
- (d) Article II, Section 30-12 (Personal Representations and Claims Permitted) and Article II, 30-18 (Inducement of Others) of this Chapter applies to officers and employees of the Town and independent contractors of the Town.
- (e) Article III, Section 30-21 of this Chapter (Applicant Disclosure in Land Use Applications) applies to applicants, petitioners or parties requesting a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions of any local law, rule or regulation constituting the zoning and planning regulations of the Town.
- (f) The provisions of this Chapter shall supplement all applicable State and local laws relating to conflicts of interest and municipal ethics including, but not limited to, article 18 of the General Municipal Law and all related rules, regulations, policies and procedures of the Town of Oyster Bay.
- (g) The termination of an officer's or employee's term of office or employment with the Town shall not affect the jurisdiction of the Board of Ethics or the Town Board with respect to the requirements imposed by this Chapter on the former officer or employee for his or her actions or interests while a Town officer or employee.

ARTICLE II. CODE OF CONDUCT

Section 30-4. Use of Town Position for Personal or Private Gain.

No Town officer or employee shall use his or her Town position or official powers and duties to secure a material benefit, whether financial or otherwise, for

- (a) Himself or herself,
- (b) A Relative or member of his or her household,
- (c) Any private organization in which he or she has an Interest,
- (d) A client or customer from which the officer or employee knows that he or she, his or her outside employer, firm, limited liability company, partnership or association, or corporation in which he or she is the owner of more than five percent of the outstanding corporate stock, directly or indirectly derived income in excess of five thousand dollars (\$5,000) during the previous twenty four months, or
- (e) A person from whom the officer or employee has received a private loan or loans, or a gift or gifts, having an aggregate value of seventy five dollars (\$75) or more during the previous twelve months.

Section 30-5. Prohibited Interests in Contracts.

- (a) No Town officer or employee shall have an Interest in any contract with the Town, when such officer or employee, individually or as a member of a board or commission, has the power or duty, whether or not exercised, to:
- (1) Negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder;
- (2) Audit bills or claims under the contract, or
- (3) Appoint an officer or employee who has any of the foregoing powers or duties.
- (b) For the purposes of this Section, the term "contract" means any claim, account or demand against or agreement with the Town, express or implied.
- (c) Notwithstanding the foregoing, for the purposes of this Section, the term "contract" shall not include:
- (1) The designation of a bank or trust company as a depository, paying agent, registration agent or for investment of Town funds except when the chief fiscal officer, treasurer, or his deputy or employee, has an Interest in such bank or trust company; provided, however, that where designation of a bank or trust company outside the Town would be required because of the foregoing restriction, a bank or trust company within the municipality may nevertheless be so designated;
- (2) A contract with a person, firm, corporation or association in which a Town officer or employee has an Interest which is prohibited solely by reason of his or her status as an officer or employee thereof, if the compensation from such employment will not be directly affected as a

result of the contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of the contract;

- (3) The designation of a newspaper, including but not limited to an official newspaper, for the publication of any notice, resolution, ordinance or other proceeding where such publication is required or authorized by law;
- (4) The purchase by the Town of real property or an Interest therein, provided the purchase and the consideration therefor is approved by order of the supreme court upon petition of the Town Board;
- (5) The acquisition of real property or an Interest therein, through condemnation proceedings according to law;
- (6) A contract with a membership corporation or other voluntary nonprofit corporation or association;
- (7) The sale of bonds and notes pursuant to Section 60.10 of the Local Finance Law
- (8) A contract in which a Town officer or employee has an Interest if such contract was entered into prior to the time he or she was elected or appointed as such officer or employee, but this paragraph shall in no event authorize a renewal of any such contract;
- (9) A contract with a corporation in which a Town officer or employee has an Interest by reason of stockholdings when less than five per cent of the outstanding stock of the corporation is owned or controlled directly or indirectly by such officer or employee;
- (10) A contract for the furnishing of public utility services at rates or charges that are fixed or regulated by the public service commission;
- (11) A contract for the payment of a reasonable rental of a room or rooms owned or leased by a Town officer or employee, used in the performance of his or her official duties, and designated as an office or chamber;
- (12) A contract for the payment of a portion of the compensation of a private employee of an officer when such employee performs part time service in the official duties of the office;
- (13) A contract in which a Town officer or employee has an Interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under contracts in which such person had an Interest during the fiscal year, does not exceed the sum of seven hundred fifty dollars.
- (14) A contract with a member of a private industry council stablished in accordance with the federal job training partnership act or any firm, corporation or association in which such member holds an Interest, provided the member discloses such Interest to the council and the member does not vote on the contract.

Section 30-6. Recusal.

No Town officer or employee shall participate in any decision or take any official action requiring the exercise of discretion, including discussing, deliberating or voting on a matter, when he or she knows or has reason to know that the action may confer a direct or indirect, material, financial or other benefit on a person or entity specified in Section 30-4 of this Chapter.

Section 30-7. Prohibition Inapplicable; Recusal and Disclosure Not Required.

- (a) The requirements relating to recusal set forth in Section 30-6 of this Chapter, and the disclosure requirements set forth in Article III of this Chapter, shall not apply with respect to the following matters:
- (1) Adoption of the Town's annual budget;
- (2) Any matter requiring the exercise of discretion that directly affects any of the following groups of people or a similarly situated class of such people:
- (i) All or substantially all Town officers or employees;
- (ii) All or substantially all residents or taxpayers of the Town or an area of the Town; or
- (iii) The general public;
- (4) Any ministerial matter (a matter that does not require the exercise of discretion).
- (5) Uncompensated participation by a member of the Town Board, or by a Town Board member's staff on behalf of such member, in public advocacy whether or not on behalf of a constituent.
- (6) Appearance by a Town employee before a Town department, agency, board or commission in a representative capacity on behalf of an employee organization in any matter where such appearance is duly authorized by the employee organization.
- (7) Uncompensated participation in public advocacy by a Town officer or employee who serves as a political party chairperson.
- (b) Recusal shall not be required, but disclosure pursuant to Article II of this Chapter shall be required, with respect to any matter:
- (1) Which comes before a board or commission when a majority of the entire membership of the board or commission would otherwise be prohibited from acting; or
- (2) Which comes before a Town officer when the officer would be prohibited from acting and the matter cannot be lawfully delegated to another person.

Section 30-8. Investments in Conflict with Official Duties.

(a) No Town officer or employee shall acquire or maintain any investment:

- (1) The ownership of which requires that the Town officer or employee frequently and inevitably recuse himself or herself; or
- (2) That would impair his or her independence of judgment in the exercise or performance of his or her official powers and duties.
- (b) This Section shall not prohibit a Town officer or employee from acquiring or maintaining the following:
- (1) Real property located within the Town and used as his or her personal residence;
- (2) Less than five percent of the stock of a publicly traded corporation; or
- (3) Bonds or notes issued by the Town and acquired more than one year after the date on which the bonds or notes were originally issued.

Section 30-9. Private Employment in Conflict with Official Duties.

- (a) No elected Town official or Town employee serving as staff to the Town Board or to a Town Board member, shall receive or agree to receive, directly or indirectly, any compensation for consulting or advisory services in connection with any proposed local law or resolution of the Town Board.
- (b) No Town officer or employee shall ask for, pursue or accept a private secondary employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the Town officer or employee, either individually or as a member of a board or commission, while the matter is pending or within the 30 days following final disposition of the matter.
- (c) No Town officer or employee, during his or her tenure as a Town officer or employee, shall engage in any secondary employment, or engage in any business, commercial, or professional activity, when the secondary employment or business, commercial or professional activity:
- (1) Involves duties that are incompatible with those of the official duties of the Town officer or employee;
- (2) May be reasonably expected to require frequent and inevitable recusal;
- (3) May be reasonably expected to require disclosure or personal use of confidential information gained by reason of serving as a Town officer or employee;
- (4) Pursuant to which the officer or employee will receive, or enter into any agreement, express or implied, to receive compensation for services to be rendered in connection with any matter before any Town department, agency, board or commission of which he or she is an officer, member or employee or of any Town department, agency, board or commission over which he or she has jurisdiction or to which he has the power to appoint any member, officer or employee;
- (5) Pursuant to which the officer or employee will receive, or enter into any agreement, express or implied, to receive compensation for services to be rendered in connection with any matter before any Town department, agency, board or commission, whereby his compensation is to be

dependent or contingent upon any action by such department, agency, board or commission with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered; or

- (6) Involves the representation of a person or organization other than the Town in connection with any application, request, claim or proposal before any Town department, agency, board or commission, or any litigation, negotiations or matter requiring the exercise of discretion to which the Town is a party; or
- (7) Pursuant to which the officer or employee will receive, or enter into any agreement, express or implied, to receive compensation for services rendered in connection with any application, request, claim or proposal before any Town department, agency, board or commission, or any litigation, negotiations or matter requiring the exercise of discretion to which the Town is a party.
- (d) Notwithstanding the foregoing, a person serving the Town or any agency thereof without compensation shall not be subject to the prohibitions set forth in subdivisions (6) or (7) of this Section

Section 30-10. Future Employment.

- (a) No Town officer or employee shall ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the Town officer or employee, either individually or as a member of a board or commission, while the matter is pending or within the 30 days following final disposition of the matter.
- (b) No Town officer or employee, for the one-year period after serving as a Town officer or employee, shall appear before or communicate in any form with the Town office, board, department or comparable organizational unit for which he or she served, except on behalf of the State or a political subdivision or instrumentality thereof, or in furtherance of the interests of the Town with the approval of the Board of Ethics upon application of the his or her former Town department, agency, board or commission.
- (c) No Town officer or employee, at any time after serving as a Town officer or employee, shall represent or render services to a private person or organization in connection with any particular matter in which he or she personally and substantially participated while serving as a Town officer or employee, except on behalf of the State or a political subdivision or instrumentality thereof, or in furtherance of the interests of the Town with the approval of the Board of Ethics upon application of a Town department, agency, board or commission.

Section 30-11. Independent Contractors.

No independent contractor or employee of an independent contractor of the Town shall seek to exert undue influence, or to obtain an undue preference, on behalf of a private interest, directly or indirectly, in a matter before any Town department, agency, board or commission. A violation of this Section shall be cause for termination of the independent contractor's engagement with the Town.

Section 30-12. Personal Representations and Claims Permitted.

This code shall not be construed as prohibiting a Town officer or employee or an independent contractor of the Town from:

- (a) Seeking or accepting Town services, benefits, or the use of Town facilities, on the same terms and conditions as are available to Town residents or a class of similarly situated Town residents.
- (b) Representing, without compensation, himself or herself, a Relative, or a member of his or her household before a Town department, agency, board or commission other than the one served by the Town officer, employee or independent contractor; or
- (c) Asserting a claim against the Town on his or her own behalf, or on behalf of a Relative or member of his or her household, unless the claim is prohibited by Section 30-2 of this Article, or by Section 801 of the New York General Municipal Law.

Section 30-13. Use of Town Resources.

- (a) Town resources shall be used only for lawful Town purposes. Town resources include, but are not limited to, Town personnel, compensated time, money, vehicles, equipment, letterhead, materials, supplies or other property.
- (b) No Town officer or employee shall use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:
- (1) Any use of Town resources authorized by law, Town policy or collective bargaining agreement to which the Town is a party;
- (2) The use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation; or
- (3) The occasional and incidental use of Town telephones and computers for necessary personal, non-business matters such as family care and changes in work schedule.
- (c) No Town officer or employee shall cause the Town to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.

Section 30-14. Nepotism.

Except as otherwise required by law:

- (a) No Town officer or employee, either individually or as a member of a Town Board or commission, shall participate in any decision to appoint, hire, promote, discipline or discharge a Relative or a member of his or her household.
- (b) No Town officer or employee shall supervise a Relative or member of his or her household in the performance of such person's official duties.

Section 30-15. Political Solicitations.

- (a) No Town officer or employee shall directly or indirectly use his or her authority or official influence to compel or induce a subordinate Town officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.
- (b) No Town officer or employee shall act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any Town officer or employee, or an applicant for a position as a Town officer

or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

Section 30-16. Confidential Information.

No current or former Town officer or employee shall disclose confidential information concerning the property, government or affairs of the Town or any other confidential information of an official character obtained as a result of Town employment except when disclosure is required by law or when such information is otherwise available to the public, nor shall he or she use such information to advance the financial or other private interest of himself or herself or others.

Section 30-17. Gifts, Tips and other Benefits.

- (a) No Town officer or employee shall directly or indirectly solicit any gift, tip or other benefit from a person who has received or sought a financial benefit from the Town within the previous twenty-four months.
- (b) No Town officer or employee shall accept any gift, tip or other benefit from a person who the Town officer or employee knows or has reason to know has received or sought a financial benefit from the Town within the previous twenty-four months.
- (c) No Town officer or employee shall solicit, accept or agree to accept any gift, tip or other benefit for having engaged in official conduct which he or she was required or authorized to perform, and for which he or she was not entitled to any special or additional compensation.
- (d) No Town officer or employee shall accept or receive any gift, tip or other benefit having a value of seventy-five dollars (\$75) or more, or multiple gifts, tips or other benefits from the same donor in a twelve month period, having an aggregate value of seventy-five dollars (\$75) or more when:
- (1) the gift, tip or other benefit would reasonably appear to be intended to influence the officer or employee in the exercise or performance of his or her official duties;
- (2) the gift, tip or other benefit would reasonably be expected to influence the officer or employee in the exercise or performance of his or her official duties; or
- (3) the gift, tip or other benefit would reasonably appear to be intended as a reward for any official action on the part of the officer or employee.
- (e) For purposes of this Section, a "gift, tip or other benefit" includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift, tip or other benefit shall be deemed to be its fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit shall be deemed to be the face value of the ticket, or the actual cost to the donor, whichever is greater.
- (f) Notwithstanding the foregoing, this Section shall not prohibit:
- (1) Gifts made to the Town and duly accepted on the Town's behalf;

- (2) Gifts from a person with a family or personal relationship with the officer or employee when it is reasonable to conclude that the personal relationship, rather than the recipient's status as a Town officer or employee, is the primary motivating factor for the gift;
- (3) Gifts given on non-recurring special occasions, such as marriage, illness, or retirement, which are reasonable and customary;
- (4) Unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;
- (5) Awards and plaques having a value of less than seventy-five dollars which are publicly presented in recognition of service as a Town officer or employee, or other service to the community; or
- (6) Incidental meals and refreshments provided when a Town officer or employee is a speaker or participant at a job-related professional, charitable, educational, or community conference, program or event;
- (7) Gifts or benefits having a value of one hundred (\$100.00) dollars or less that are received by a Town officer or employee serving in a capacity listed in Section 11 of the Domestic Relations Law for the solemnization of a marriage by the officer or employee at a place other than his or her normal public place of business or at a time other than his or her normal hours of business;
- (8) Gifts or benefits having a value of seventy five (\$75.00) dollars or less that are received by a marriage officer appointed by the Town Board pursuant to Section 11-c of the Domestic Relations Law and serving without salary or wage, for the solemnization of a marriage by the officer or employee.

Section 30-18. Inducement of Others.

No Town officer, employee or independent contractor shall induce a Town officer, employee or independent contractor to violate, nor aid a Town officer, employee or independent contractor in violating, any of the provisions of this Chapter.

ARTICLE III. DISCLOSURE

Section 30-19. Particular Matter Disclosure.

Whenever a Town officer or employee is required to recuse himself or herself under this Chapter, he or she: (1) shall promptly inform his or her immediate supervisor, if any, and the Board of Ethics; and (2) shall promptly file with the Town Clerk a signed statement disclosing the reason for recusal or, if a member of a board or commission that maintains a public record of its proceedings, shall promptly state that information upon the public record of the board or commission.

Section 30-20. Disclosure of Interests in Town Contracts.

(a) Where a Town officer or employee, or his or her spouse, knows that he or she has or will have an Interest in any actual or proposed contract, purchase agreement, lease agreement, or other agreement, including oral agreements, with the Town, the officer or employee shall publicly disclose the nature and extent of that Interest in writing to his or her immediate supervisor and to the Board of Ethics as soon as he or she has knowledge of the actual or prospective Interest.

- (b) For purposes of this disclosure requirement:
- (1) The term "contract" shall mean any claim, account or demand against or agreement with the Town, express or implied; and
- (2) A Town officer or employee shall be deemed to have an Interest in the contract of his or her Relative or household member, and any private organization when he or she, or his or her Relative is an owner, partner, member, director, officer, employee or directly or indirectly owns or controls more than 5% of the organization's equity or debt, whether in the form of outstanding stock or otherwise.

Section 30-21, Applicant Disclosure in Land Use Applications.

- (a) Every application, petition, or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions of any local law, rule or regulation constituting the zoning and planning regulations of the Town shall state the name, residence, and the nature and extent of the interest of any officer of the state, or any officer or employee of the County of Nassau, or of the Town, or any party officer as defined by New York Election Law Section 2(4), in the person, partnership or association making the application, petition or request to the extent known.
- (b) For the purpose of this disclosure requirement, an officer or employee shall be deemed to have an interest in the applicant when he or she, his or her spouse, domestic partner, or their brothers, sisters, parents, children grandchildren, or the spouse of any of them:
- (1) Is the applicant, or
- (2) Is an officer, director, partner, or employee of the applicant, or
- (3) Legally or beneficially owns or controls stock of a corporate applicant or is a member of a limited liability company, partnership, or association applicant (except that ownership of less than five percent of the stock of a publicly traded corporation shall not constitute an interest for the purposes of this disclosure requirement, or
- (4) Is a party to an agreement with such an applicant, express or implied, whereby he or she will receive any payment or other benefit, whether or not for such services rendered, dependent or contingent upon the favorable approval of such application, petition or request.

Section 30-22. Annual Financial Disclosure.

- (a) Persons required to file annual statements of financial disclosure. The following Town Officers and Employees ("individually and collectively, "Reporting Person") shall file an annual statement of financial disclosure with the Board of Ethics:
- (1) Elected Town officials,
- (2) Department heads, deputy department heads, and division heads,
- (3) Attorneys serving in the Town Attorney's office,
- (4) Compensated employees appointed by the Town Board,
- (5) Town inspectors,
- (6) Candidates for elective Town office,
- (7) Town Officers or Employees holding a policymaking position.

- (b) Policymaking positions. For the purposes of this Section, a person shall be considered to hold a policymaking position if he or she exercises responsibilities of a broad scope in the formulation of plans for the implementation of goals or policy for a local agency or acts as an advisor to an individual in such a position. In determining whether a person holds a policymaking position, the following factors shall be considered, applied to the powers and duties of the position as set forth in the job description or any applicable law or regulation as well as the actual duties performed by the person:
- (1) Whether the position permits meaningful input into the governmental decision-making process on issues where there is room for principled disagreement on goals or their implementation;
- (2) Whether the powers and duties of the position are broadly defined and require more than the exercise of simple ministerial competence;
- (3) Whether the position permits the person to exercise control over other officers or employees;
- (4) Whether the position involves the establishment of priorities or the development of programs;
- (5) Whether the position requires or authorizes the conducting of studies or entails a significant degree of involvement in the preparation of budgets or budget requests for a local agency or municipality;
- (6) Whether the position authorizes the person to speak on behalf of local elected officials or other policymakers;
- (7) Whether the position entails frequent contact with local elected officials or their principal deputies.
- (c) Form of statement.
- (1) All Reporting Persons shall file a disclosure statement in the form annexed hereto as Appendix A, as such form may be modified from time to time by resolution of the Town Board.
- (2) The Board of Ethics shall recommend any amendments to the forms of financial disclosure statement that it deems warranted or that may be required by law, and shall submit such recommended amendments, in the form of a resolution, to the Town Board for consideration.
- (d) Time for filing.
- (1) Reporting Persons other than candidates for elected Town office shall file financial disclosure statements with the Board of Ethics on or before May 15 of each year.
- (2) Candidates for Town elective office shall file financial disclosure statements with the Board of Ethics within thirty days of nomination or designation pursuant to the applicable provisions of the New York Election Law.
- (e) Designation of officers and employees required to file annual disclosure statements.
- (1) Within ninety days after the effective date of this Chapter, and no later than the last day of March of each year thereafter, the Office of the Town Supervisor shall: (i) cause to be filed with the Board of Ethics a list of the names and offices or positions of all officers and employees of

the Town required to file annual disclosure statements pursuant to this Chapter; and (ii) notify all such officers and employees of their obligation to file an annual disclosure statement.

- (2) Any person designated as a person required to file an annual disclosure statement solely by reason of holding of a policymaking position as that term is used in this Chapter, may apply to the Board of Ethics for reconsideration of his or her filing status and the Board of Ethics may, upon reconsideration, grant an exemption from filing based upon the criteria set forth herein.
- (f) Maintenance and public inspection of disclosure statements.
- (1) The Town Clerk shall transmit promptly to the Board of Ethics each disclosure statement filed with the Clerk pursuant to this Chapter.
- (2) All statements filed with the Board of Ethics shall be available for public inspection and copying; except that:
- (i) The Board of Ethics may, on its own initiative, to the extent permitted by the Freedom of Information Law (Article 6 of the New York Public Officers Law) withhold from public disclosure particular information, the disclosure of which would constitute an unwarranted invasion of personal privacy; or
- (ii) A Reporting Person may request that such information be withheld from public disclosure, and the Board of Ethics, in its discretion, may grant such request to the extent permitted by the Freedom of Information Law (Article 6 of the New York Public Officers Law).
- (g) Review of lists and disclosure statements.
- (1) The Board of Ethics shall review:
- (i) The lists of officers and employees required to file annual disclosure statements pursuant to this Chapter, to determine whether the lists are complete and accurate. The Board of Ethics shall add the name of any other officer or employee which the Board of Ethics determines should appear on the list and shall remove the name of any officer or employee which the Board of Ethics determines should not appear on the list.
- (ii) All annual disclosure statements to determine whether any person required to file such a statement has failed to file it, has filed a deficient statement, or has filed a statement that reveals a possible or potential violation of this Chapter.
- (iii) All transactional disclosure statements.
- (iv) All applicant disclosure statements.
- (2) If the Board of Ethics determines that an annual disclosure statement, a transactional disclosure statement, or an applicant disclosure statement is deficient or reveals a possible or potential violation of this Chapter,

ARTICLE IV. BOARD OF ETHICS

Section 30-23. Board of Ethics.

- (a) There is hereby established a Board of Ethics for the Town. The Board of Ethics shall consist of five members, appointed by the Town Board. The members of the Board of Ethics shall receive no salary or compensation for their services as members of the Board of Ethics.
- (b) The Town hereby exercises its authority under the New York Municipal Home Rule Law to supersede Section 808(2) of the New York General Municipal Law as follows. The members of the Board of Ethics shall serve for fixed, staggered terms of five years; with the first members so appointed serving for terms of five years, four years, three years, two years, and one year, respectively. No member of the Board of Ethics shall otherwise be an officer or employee of the Town.
- (c) No more than two members of the Board of Ethics shall be enrolled members of the same political party.
- (d) The Board of Ethics shall meet at least once each quarter.
- (e) The Board of Ethics shall elect a Chairperson from among its members at the first meeting of each year.
- (f) The Board of Ethics shall have the confidential advice of legal counsel employed by the Town Board or, if none, the Town Attorney, and the services of a confidential secretary employed by the Town.

Section 30-24. Powers and Duties of the Board of Ethics.

- (a) The Board of Ethics shall have the following powers and duties:
- (1) To prescribe and promulgate rules of procedure for the discharge of its duties;
- (2) To review, index, and maintain on file, and make available for public inspection and copying, lists of officers and employees required to file annual disclosure statements, particular matter disclosure statements, applicant disclosure statements, and annual disclosure statements filed with the Board of Ethics pursuant to this Chapter;
- (3) To grant exemptions from filing annual statements of financial disclosure from persons designated as policymakers based on the criteria set forth in the Chapter;
- the Board of Ethics shall notify the person in writing of the deficiency, or possible or potential violation and of the penalties for failure to comply with this Chapter.
- (4) To grant exemptions from disclosure of identifying client or customer information to the extent permitted by the Freedom of Information Law (Article 6 of the New York Public Officers Law).

In determining a request for such an exemption, the Board of Ethics may consider, among other things, such advisory opinion as the reporting individual may obtain from the applicable professional ethics authority. In addition, the Board of Ethics may consider the nature and size of the client or customer; the significance of the application, request, claim

- or interest in any proposal or matter before the Town; whether the disclosure may reveal trade secrets; whether disclosure may reasonably be expected to create a risk of retaliation against the client or customer; whether disclosure may cause undue harm to the professional relationship between the reporting person and the client or customer; and whether disclosure may result in an undue invasion of the privacy of the client or customer.
- (5) To review, index, maintain on file, and dispose of complaints and to make notifications and conduct investigations pursuant to this Chapter;
- (6) To conduct hearings, recommend disciplinary action, assess penalties, make referrals, and initiate appropriate actions and proceedings pursuant to this Chapter;
- (7) To grant waivers pursuant to this Chapter;
- (8) To render, index, and maintain on file advisory opinions pursuant to this Chapter;
- (9) To provide ethics training and education to Town officers and employees;
- (10) To prepare an annual report and recommend changes to this Chapter; and
- (11) To provide for public inspection and copying of its records, subject to the terms and conditions set forth in this Chapter and in the Freedom of Information Law (Article 6 of the New York Public Officers Law).
- (b) Investigations.
- (1) Upon receipt of a complaint by any person alleging a violation of this Chapter, any applicable State or local law relating to conflicts of interest and municipal ethics including, but not limited to, article 18 of the General Municipal Law, or any related rule, regulation, policy or procedure of the Town of Oyster Bay, or upon determining on its own initiative that any such violation may exist, the Board of Ethics shall have the power and duty to conduct such investigation as it deems necessary or appropriate to carry out the provisions of this Chapter.
- (2) The Board of Ethics shall acknowledge receipt of all complaints that it receives, and shall proceed with reasonable promptness to conduct such investigations thereof as it deems necessary or appropriate.
- (3) In conducting investigation, the Board of Ethics may administer oaths or affirmations, subpoena witnesses, compel their attendance, and require the production of books or records that it deems relevant and material.
- (4) Complainants shall be afforded such whistleblower protections as may be provided by law, including but not limited to the protections set forth in New York Civil Service Law §75-b and New York Labor Law §740, to the extent applicable.
- (5) The Board of Ethics shall state in writing the disposition of every complaint that it receives and of every investigation that it conducts and shall set forth the reasons for the disposition. All such statements and all complaints shall be indexed and maintained on file by the Board of Ethics.
- (6) Any person filing a complaint with the Board of Ethics shall be notified in writing of the disposition of the complaint, to the extent permitted by law.

- (7) All documents and hearings relating to the investigation and hearing of any alleged violation of this Chapter shall be confidential and not available for public inspection or open to the public, except as otherwise required by this Chapter or by the Freedom of Information Law (Article 6 of the New York Public Officers Law). All dispositions, including negotiated dispositions, in which the Board of Ethics finds a violation of this Chapter shall be available for public inspection and copying.
- (8) Nothing in this Section shall be construed to permit the Board of Ethics to conduct an investigation of itself or of any of its members or staff. If the Board of Ethics receives a complaint alleging that the Board of Ethics or any of its members or staff has violated any provision of this Chapter, or of any other law, the Board of Ethics shall promptly transmit to the Town Board a copy of the complaint.
- (c) Assessment of penalties; referral for prosecution.
- (1) Civil fine. In its discretion after a hearing providing for due process procedural mechanisms, the Board of Ethics may assess a civil fine, not to exceed ten thousand (\$10,000) dollars for each violation, upon any Town officer, employee or independent contractor found by the Board of Ethics to have violated this Chapter. The civil fine shall be payable to the Town.
- (2) Referral to Prosecutor. The Board of Ethics may refer to the appropriate prosecutor any matter that, in the judgment of the Board of Ethics, might involve criminal misconduct. Nothing contained in this Chapter shall be construed to restrict the authority of any prosecutor or the attorney general to prosecute a violation of this Chapter or of any other law. If such a referral is made, the Board of Ethics shall defer taking any further action in the matter pending a determination by the prosecutor that the matter will or will not result in a prosecution.
- (d) Recommendation of other sanctions. In its discretion, after a hearing providing for due process procedural mechanisms and subject to any applicable provisions of law and collective bargaining agreements, the Board of Ethics may recommend that the Town Board impose one or more of the following sanctions:
- (1) Disciplinary action. The Board of Ethics may recommend that the Town impose appropriate disciplinary action.
- (2) Damages. The Board of Ethics may recommend that the Town initiate an action in the Supreme Court of the State of New York to obtain monetary damages.
- (3) Civil forfeiture. The Board of Ethics may recommend that the Town initiate an action or special proceeding, as appropriate, in the Supreme Court of the State of New York to obtain civil forfeiture.
- (4) Debarment. The Board of Ethics may recommend that the Town initiate an action or special proceeding, as appropriate, in the Supreme Court of the State of New York for an order of debarment.

- (5) Injunctive relief. The Board of Ethics may recommend that the Town initiate an action or special proceeding, as appropriate, in the Supreme Court of the State of New York for injunctive relief to enjoin a violation of this Chapter or to compel compliance with this Chapter.
- (e) Nothing in this Section shall be construed to permit the Board of Ethics to take any action with respect to any alleged violation of this Chapter, or of any other law, by the Board of Ethics or by any member or staff member thereof.
- (f) Nothing in this Section shall be construed to permit the Board of Ethics to take any action which would violate the terms of any collective bargaining agreement to which the Town is a party.

(g) Waivers.

- (1) Upon written application by a current or former Town officer, employee or independent contractor, and upon written approval by his or her agency head, the Board of Ethics may grant the applicant, or his or her private employer or business, a waiver of any of the provisions of Sections 30-4 (Use of Town position for personal or private gain), 30-6 (Recusal), 30-8 (Investments in conflict with official duties), 30-9 (Private employment in conflict with official duties), 7 (Future employment), 30-14 (Nepotism), and 28-17)b) and (d) (Gifts) of this Chapter, where the Board of Ethics finds that waiving such provision would not be in conflict with the purposes and interest of the Town, provided, however, that no such waiver shall permit any conduct or interest otherwise prohibited by Article 18 of the General Municipal Law.
- (2) Waivers shall be in writing, shall state the grounds upon which they are granted, and shall be available for public inspection and copying. All applications, decisions, and other records and proceedings relating to waivers shall be indexed and maintained on file by the Board of Ethics.

(h) Advisory opinions.

- (1) Upon the written request of any current or former Town officer, employee or independent contractor inquiring about himself or herself, or upon the request of the head of a Town department, agency, board or commission inquiring about a person subject to his or her supervision, the Board of Ethics shall render a written advisory opinion with respect to the interpretation or application of this Chapter, any applicable State and local laws relating to conflicts of interest and municipal ethics including, but not limited to, article 18 of the General Municipal Law, and all related rules, regulations, policies and procedures of the Town of Oyster Bay, to the future, continuing or recurring conduct or interests of such Town officer, employee, independent contractor or his or her outside employer or business.
- (2) Advisory opinions and requests for advisory opinions shall be indexed and maintained on file by the Board of Ethics. The Board of Ethics shall publish such of its advisory opinions as it believes will provide guidance to other Town officers or employees, provided, however, that the publicly available copy of such opinions shall contain such deletions as may be necessary to prevent disclosure of the identity of the involved officer, employee, independent contractor or his or her outside employer or business. Advisory opinions and requests for advisory opinions shall otherwise be confidential and not available for public inspection or open to the public, except as required by this Chapter or by the Freedom of Information Law (Article 6 of the New York Public Officers Law).

(i) Training and education.

The Board of Ethics:

- (1) Shall make information concerning this Chapter available to the officers, employees and independent contractors of the Town, to the public, and to persons interested in doing business with the Town;
- (2) Shall develop educational materials and an educational program on the provisions of this Chapter for the officers, employees and independent contractors of the Town, for the public, and for persons interested in doing business with the Town.
- (3) The Town Supervisor shall assist the Board of Ethics in the publication, posting, and distribution of a plain language guide and other ethics information and educational materials, including but not limited to posting such ethics information and educational material on the Town website, and in the development and presentation of ethics educational programs.
- (4) Each Town officer and employee shall receive ethics training, in such form as determined by the Board of Ethics, within six months of the effective date of this Chapter, and at least biannually thereafter.
- (j) Annual reports; review of ethics laws.
- (1) The Board of Ethics shall prepare and submit an annual report to the Town Board summarizing the activities of the Board of Ethics. The report may also recommend changes to the text or administration of this Chapter.
- (2) The Board of Ethics shall periodically review this Chapter and the administrative procedures promulgated by the Board of Ethics, to determine whether they promote integrity, public confidence, and participation in Town government and whether they set forth clear, reasonable and enforceable standards of conduct.

ARTICLE V. MISCELLANEOUS

Section 30-25. Existing Rights and Remedies.

No existing right or remedy shall be lost, impaired, or affected by reason of this Chapter.

Section 30-26. Posting and Distribution.

- (a) The Town Supervisor shall promptly cause a copy of this Chapter, and a copy of any amendment to this Chapter, to be posted publicly and conspicuously in each building under the Town's control. The code shall be posted within ten days following the date on which the code takes effect. Any amendment to this Chapter shall be posted within ten days following the date on which the amendment takes effect.
- (b) The Town Supervisor shall promptly cause a copy of this Chapter, including any amendments to the code, to be distributed to every person who is or becomes an officer, employee or independent contractor of the Town.
- (c) The failure to post this Chapter or any amendment to the code shall not affect either the applicability or enforceability of the code or the amendment. The failure of a Town officer or

employee to receive a copy of this Chapter or an amendment to this Chapter, shall not affect either the applicability or enforceability of the code of ethics or amendment to the code.

Section 2. Severability.

If any clause, sentence, paragraph, subdivision, Section or other part of this local law shall for any reason be adjudged by any court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair or invalidate the remainder of this local law, and it shall be construed to have been the legislative intent to enact this local law without such unconstitutional or invalid parts therein.

Section 3. Effective Date.

This Local Law shall take effect immediately upon filing in the Office of the Secretary of State of New York.

Complete the certification in the paragraph that applies to the filing of this local law and strikeout that which is not applicable).

 (Final adoption by local legislative body only).
I hereby certify that the local law annexed hereto, designated as local law No of 20 of the XXXXXXXX XXXXXX (Town) XXXXXXXXX of Oyster Bay was duly passed by the Town Board on 20 , in accordance with the applicable provisions of law.
(Name of Legislative Body)
2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.
I hereby certify that the local law annexed hereto, designated as local law No
the (County) (City) (Town) (Village) of was duly passed by the on 20 , and was (approved) (not approved) (repassed after (Name of Legislative Body)
(Name of Legislative Body)
disapproval) by the and was deemed duly adopted on 20 ,
(Elective Chief Executive Officer*)
in accordance with the applicable provisions of law.
3. (Final adoption by referendum).
I hereby certify that the local law annexed hereto, designated as local law No of 20 of the (County) (City) (Town) (Village) of was duly passed by the on 20 , and was (approved) (not approved) (repassed after (Name of Legislative Body)
(Name of Legislative Body) disapproval) by the
disapprovar) by the
(Elective Chief Executive Officer*)
to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on20 , in accordance with the applicable provisions of law.
4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum).
I hereby certify that the local law annexed hereto, designated as local law No. of 20 of the (County) (City) (Town) (Village) of was duly passed by the
the (County) (City) (Town) (Village) of was duly passed by the on 20 , and was (approved) (not approved) (repassed after
(Name of Legislative Body)
disapproval by the on 20 . Such local law was subject to
(Elective Chief Executive Officer*)
permissive referendum and no valid petition requesting such referendum was filed as of

county-wide basis or, if there	officer means or includes the chief executive officer of a county elected on a se be none, the chairperson of the county legislative body, the mayor of a city of a town where such officer is vested with the power to approve or veto local
5. (City local law concerni	ng Charter revision proposed by petition).
the City of section (36)(37) of the Muni-	law annexed hereto, designated as local law No of 20 of having been submitted to referendum pursuant to the provisions of cipal Home Rule Law, and having received the affirmative vote of a majority of such city voting thereon at the (special)(general) election held on me operative.
6. (County local law conce	rning adoption of Charter).
the County of the General Election of Nove Municipal Home Rule Law electors of the cities of Said	law annexed hereto, designated as local law No of 20 of State of New York, having been submitted to the electors at ember 20 , pursuant to subdivisions 5 and 7 of section 33 of the , and having received the affirmative vote of a majority of the qualified county as a unit and a majority of the qualified electors of the towns of said oting at said general election, became operative.
If any other authorized fo certification).	rm of final adoption has been followed, please provide an appropriate
•	Clerk of the Town of Oyster Bay
(Seal)	Date:
	by XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
STATE OF NEW YORK COUNTY OF <u>NASSAU</u>	
	ertify that the foregoing local law contains the correct text and that all proper r taken for the enactment of the local law annexed hereto.
	Signature Town Attorney Title XXXXXX XXXXX Oyster Bay
	Town XXXXXXX
S:\Attomey\LOCAL LAWS\LAC 30 Er	Date: 2016

201

TOWN OF OYSTER BAY Inter-Office Memorandum

May 11, 2016

TO:

James Altadonna, Jr., Town Clerk

Leonard Genova, Town Attorney

FROM:

Carol Ann Strafford, Dir., Legislative Affairs

SUBJECT:

Item Nos 6 & 12 of the Memorandum Docket of May 10, 2016

Reference is made to the above-listed items, which are described below. You are hereby authorized to proceed as per memorandum.

ITEM DESCRIPTION

Memos - Thomas M. Sabellico, Special Counsel, thru Leonard Genova, Town Atty., with resolutions relating to the following items:

6. Directing the Town Clerk to publish a notice of hearing in connection with a proposed Local Law entitled: "A Local Law to Amend Chapter 30 Ethics and Replacing with a New Chapter 30 Ethics." Hearing Date: June 21, 2016

Directing the Town Clerk to advertise a Notice of Hearing on the proposed Local Law entitled, "A Local Law to Amend Local Law No. 1-2015, authorizing a Local Retirement Incentive Program for the Eligible Employees of the Town of Oyster Bay." Hearing date: June 21, 2016.

Carol Ann Strafford - 💆

CC: P. Caputo, Leg. Affairs

Meeting of May 24, 2016

Resolution No.268-2016

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 21st day of June, 2016, at 8:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY"; and be it further

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

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

Supervisor 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) Town Clerk Reviewed By Office of Town Attorney

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 21st day of June, 2016, at 8:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the matter set forth hereinafter: PROPOSED LOCAL LAW, entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: May 24, 2016, Oyster Bay, New York.

$\sqrt{\partial}$

Town of Oyster Bay Inter-Departmental Memo

TO

MEMORANDUM DOCKET

FROM

Office of the Town Attorney

DATE

May 4, 2016

SUBJECT:

Proposed Local law entitled:

"A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AUTHORIZING

A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE

EMPLOYEES OF THE TOWN OF OYSTER BAY."

This office has prepared the following items necessary to establish a new local law referenced above:

1. Public Notice;

- 2. Resolution calling for a Public Hearing; and
- 3. Proposed legislation.

Kindly place this matter on the Town Board Action calendar.

LEONARD GENOVA TOWN ATTORNEY

Thomas M. Sabellico Special Counsel

TMS:st Enclosures

cc: Town Attorney (w/19 copies)

S:\Attorney\LOCAL LAWS\Reitrement TOB 2016\MD.docv

UNO 8

TOWN OF OYSTER BAY Inter-Office Memorandum

May 11, 2016

TO:

James Altadonna, Jr., Town Clerk Leonard Genova, Town Attorney

FROM:

Carol Ann Strafford, Dir., Legislative Affairs

SUBJECT:

Item Nos. 6 & 12 of)the Memorandum Docket of May 10, 2016

Reference is made to the above-listed items, which are described below. You are hereby authorized to proceed as per memorandum.

ITEM DESCRIPTION

Memos - Thomas M. Sabellico, Special Counsel, thru Leonard Genova, Town Atty., with resolutions relating to the following items:

6. Directing the Town Clerk to publish a notice of hearing in connection with a proposed Local Law entitled: "A Local Law to Amend Chapter 30 Ethics and Replacing with a New Chapter 30 Ethics." Hearing Date: June 21, 2016

Directing the Town Clerk to advertise a Notice of Hearing on the proposed Local Law entitled, "A Local Law to Amend Local Law No. 1-2015, authorizing a Local Retirement Incentive Program for the Eligible Employees of the Town of Oyster Bay." Hearing date: June 21, 2016.

Carol Ann Strafford - Dir., Le

CC: P. Caputo, Leg. Affairs

Resolution No. 269-2016

Meeting of May 24, 2016

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, by memoranda dated May 5, 2016 and May 16, 2016, advised that he had conducted Traffic Survey #028-2016 relating to the amendment of the allocation of permitted parking stalls in Municipal Parking Lot G-2, located in Glen Head, recommended that the allocation of permitted parking stalls amongst the total available parking stalls in Municipal Parking Field G-2 be amended to convert the existing forty "Unrestricted Parking" stalls located at the southern end of lot Municipal Lot G-2 to "Permit Parking" stalls, which shall increase the total number of permitted parking stalls from 123 to 163, and advised there is sufficient unrestricted parking stalls available within the community at other municipal lots and with available on-street parking;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as thereinabove set forth is accepted, and the allocation of permitted parking stalls in Municipal Parking Lot G-2, located in Glen Head, is hereby adopted in accordance with said recommendations.

-#**-**

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	Ave

cc: Supervisor Town Attorney Comptroller (2) Highway TOWN OF OYSTER BAY

May 5, 2016

TO:

MEMORANDAM DOCKET

FROM:

KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS

HIGHWAY DEPARTMENT

SUBJECT:

AMENDMENT FOR T.O.B. MUNICIPAL LOT G-2

GLEN HEAD, NEW YORK

RE: TRAFFIC SURVEY #028-2016

This office has completed its investigation pertaining to the above-captioned case, through Traffic Survey #028-2016.

The following request for Town Board approval is being made by Kevin M. Hanifan, Commissioner of Highways to change the parking restrictions in TOB Municipal Parking Lot G-2.

Recently resolution No. 634-2015 was passed to make 40 parking stalls in G-2 parking field "unrestricted Parking". The Department of Highways is recommending the following changes in Municipal Parking Field G-2 located in Glen Head.

Change; "40 Unrestricted Parking Stalls" to "Permit Parking Stalls" making a total of 163 "Permit Parking Stalls".

There are 123 "Permit Parking Stalls". By taking away from 40 "Unrestricted Stalls", we are increasing the "Permit Parking" from 123 to 163.

KEYIN M. HANIFAN

COMMISSIONER OF HIGHWAYS

HIGHWAY DEPARTMENT

KMH/KJB/

c: Town Attorney (19)

Comptroller

Josephine Macchia, Assistant to the Supervisor

Meeting of November 10, 2015

Resolution No. 634-2015

WHEREAS, Kevin Hannifin, Deputy Commissioner of the Division of Highways, by memorandum dated October 21, 2015, recommends that the parking restrictions in Municipal Public C-7 located in Glen Head be amended to reduce in number the "2 hour parking" stalls from 99 to 90, the "unrestricted" stalls from 47 in number to 40, and to increase to number the "Permit Parking" stalls from 107 to 123;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the parking restrictions in Municipal Parking Field G-2 located in Glen Head, are hereby amended in accordance with said recommendations.

REVIEWED BY K.M.H.

The foregoing resolution was declared adopted after a poli 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 Absent

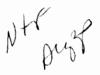
ce: Supervisor
Town Attorney
Comptroller (2)
Highway
Public Safety

Int. 1. alm

ve & Prospect St Google earth 100 FOBLOT 6-2

Survey #028-2016





TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 16, 2016

TO:

MEMORANDAM DOCKET

FROM:

KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS

HIGHWAY DEPARTMENT

SUBJECT:

AMENDMENT FOR T.O.B. MUNICIPAL LOT G-2

GLEN HEAD, NEW YORK

RE: TRAFFIC SURVEY #028-2016

SUPPLEMENTAL MEMO TO ITEM #11 DATED May 10, 2016

My office has been contacted by the local civic association and numerous resident commuters concerning the availability of commuter parking in Municipal Lot G-2, located in Glen Head. In response to their request, my office conducted a review to determine if the allocation of permitted parking stalls amongst the total available parking stalls is appropriate based upon current demand. This review is identified as Traffic Survey #028-2016.

Based upon the review by this office, it has been determined that it is necessary to convert the existing forty "Unrestricted Parking" stalls located at the southern end of lot Municipal Lot G-2 to "Permit Parking" stalls, which shall increase the total number from 123 to 163. There is sufficient unrestricted parking stalls available within the community at other municipal lots and with available on-street parking.

Therefore, Town Board approval is requested for changes to Municipal Lot G-2 as mentioned above.

KEVIN M. HANIFAN

COMMISSIONER OF HIGHWAYS

HIGHWAY DEPARTMENT

KMH/KJB/kjb

c: Town Attorney (19) Comptroller

Josephine Macchia, Assistant to the Supervisor

Meeting of May 24, 2016



WHEREAS, on March 9, 2016, Eric Tuman, Commissioner of the Department of General Services, proffered disciplinary charges against an employee, whose identity was revealed in Executive Session, for misconduct and which employee was suspended without pay on March 9, 2016 for a period of thirty days, in accordance with New York State Civil Service Law Section 75; and

WHEREAS, by letter dated May 18, 2016, Richard J. Guercio, Esq. of Guercio and Guercio, LLP, outside labor counsel to the Town, advised that the disciplinary proceeding has been resolved, resulting in the employee executing a Stipulation of Settlement, the terms of which include the employee's resignation; and

WHEREAS, by said letter, Richard J. Guercio, Esq. recommends that the Town accept the terms of the Stipulation of Settlement and authorize the Supervisor to execute said Stipulation,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor is authorized to execute a Stipulation of Settlement of the disciplinary proceeding against the employee whose identity was revealed in Executive Session.

-#-

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)

Town of Oyster Bay Inter-Departmental Memo

TO

: MEMORANDUM DOCKET

FROM

: Office of the Town Attorney

DATE

: May 12, 2016

SUBJECT: Employee Disciplinary Proceeding

A Disciplinary Proceeding has been filed by the Town against an employee, which has resulted in the execution of a Stipulation of Settlement and the Office of the Town Attorney requests and recommends that the Town Board authorize the Stipulation of Settlement at the May 24, 2016 Town Board Meeting.

> LEONARD GENOVA TOWN ATTORNEY

Thomas M. Sabellico Special Counsel

TMS:st

cc: Town Attorney (w/19 copies)

LAW OFFICES OF

GUERCIO & GUERCIO, LLP

77 Conklin Street Farmingdale, New York 11735 (516) 694-3000 FAX: (516) 694-4738 www.guerciolaw.com

24 Century Hill Drive, Suite 101 Latham, New York 12110 (518) 690-7000 Fax: (518) 690-0783

KELLY A. REAPE TARA E. KAHN KATHRYN J. MAIER PATRICIA A. UNZ. CHRISTOPHER SHISHKO BARBARA J. EMIGHOLZ ASHLEY C. POPE HAL L. BUDNICK ANTHONY J. FASANO REESA F. MILES OROMA H. REYNOLDS TONI L. MINCIELI ERIC LEVINE DANIELA GIORDANO SEAN P. MORAN

OFFICE ADMINISTRATOR LAURA MORAN

GREGORY J. GUERCIO

RICHARD J. GUERCIO

LISA L. HUTCHINSON BONNIE L. GORHAM CHRISTOPHER F. MESTECKY

GARY L. STEFFANETTA KATHY A. AHEARN JOHN P. SHEAHAN RANDY GLASSER

BARBARA P. ALOE ERIN M. O'GRADY-PARENT

Reply to: Farmingdale x

Latham

May 18, 2016

PRIVILEGED AND CONFIDENTIAL

Hon. John Venditto Supervisor, Town Board Town of Oyster Bay 54 Audrey Avenue Oyster Bay, New York 11771

Section 75 Proceeding – Department of General Services

Dear Supervisor Venditto and Members of the Town Board:

As you know, our firm has represented the Town as labor counsel regarding the abovereferenced matter. Pursuant to my discussions with you and the Town Attorney's office, we have drafted a Stipulation which includes the employee's resignation; and which has now been accepted by the employee's attorney and executed by him. As a result, we are recommending that upon receipt of the executed Stipulation, the Town Board formally approve such settlement agreement and accept the employee's resignation.

Respectfully submitted,

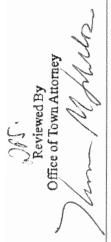
Richard J. Guercio

RICHARD J. GUERCIO

RJG/rfm VIA EMAIL

284830

Meeting of May 24, 2016



WHEREAS, the Town of Oyster Bay had previously entered into a license agreement dated July 16, 2013 with HVS Tappen Beach, Inc. (hereinafter referred to as "HVS") to secure the services of HVS to operate the Food and Beverage Concession Service at Tappen Beach, Glenwood Landing; and

WHEREAS, by letter dated September 17, 2015, the Town served HVS with a notice of default; and

WHEREAS, on May 12, 2016 the Town terminated the license agreement with HVS and on May 16, 2016 issued an emergency request for proposals to secure a new food and beverage concession service; and

WHEREAS, on May 19, 2016 four (4) written proposals were received, which were graded on May 19, 2016, in accordance with the Town's procurement policy; and

WHEREAS, by memorandum dated May 23, 2016, Frank A. Nocerino, Commissioner of the Department of Parks, recommended that the Town enter into a license agreement with Carlyle Catering, 99 Quaker Meeting House Road, Farmingdale, New York 11735, to provide Food and Beverage Concession Service at Tappen Beach for the period from May 24, 2016 through October 16, 2016,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby approved and the Town Attorney is authorized to negotiate an agreement with Carlyle Catering and the Supervisor is hereby authorized to execute any and all documents necessary to enter into an agreement with Carlyle Catering for Food and Beverage Concession Services for the period May 24, 2016 through October 16, 2016.

-#-

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

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

CC: Supervisor
Town Attorney
Comptroller (2)
Parks

CC

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE : May 25, 2016

SUBJECT: Emergency Request for Proposals

Harry Tappen Beach Food and Beverage Concession Resolution No. 271-2016, Adopted May 24, 2016

On May 12, 2016, the Town cancelled the existing Food and Beverage Service Concession at Harry Tappen Beach Marina. On May 16, 2016 the Department of Parks issued an emergency Request for Proposals for potential interested parties for the purpose of engaging a replacement operator and concessionaire to operate the Food and Beverage Services Concession at Tappen Beach for the season commencing Memorial Day weekend and ending October 16, 2016.

In accordance with the Town's Procurement Policy, nine proposals were distributed and the emergency RFP was publicized in the media.

On May 19, 2016, written proposals were received from four entities, which proposals were rated in accordance with the Procurement Policy, by individuals who complied with Guideline 9 of the Policy.

On May 23, 2016, Frank A. Nocerino, Commissioner of the Department of Parks, recommended that the Town Board authorize the Town Attorney to enter into negotiations with Carlyle Catering for the operation of the Tappen Beach Food Service Concession for the 2016 season and that the Supervisor be authorized to sign the resultant Agreement.

LEONARD GENOVA TOWN ATTORNEY

Thomas M. Sabellico Special Counsel

TMS:st Enclosure Frank A. Nocerino
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 George Baptista, Jr.
Deputy Commissioner

Michael J. Schwalje
Deputy Commissioner

May 23, 2016

Honorable Town Board Members Town of Oyster Bay

Re: Emergency Request for Proposals - Harry Tappen

Beach Food & Beverage Concession

Dear Members of the Town Board:

On May 16, 2016, the Department of Parks issued an Emergency Request for Proposals ("RFP") to potential interested parties for the purpose of engaging a replacement operator and concessionaire to operate the food and beverage services concession at the Town's Harry Tappen Beach Facility, for the season commencing Memorial Day weekend and ending on or about October 16, 2016. The original list of recipients of the Emergency RFP was prepared by the Town's outside counsel, Jonathan Sinnreich, Esq., and included six (6) well known and established food concession operators with specific experience in operating governmental and other similar food concession facilities. In addition, once the fact of the Town's issuance of the Emergency RFP was publicized in the media, copies of the Emergency RFP were issued to three (3) additional entities that expressed an interest in being considered for the engagement. As a result, a total of nine (9) entities were offered an opportunity to submit proposals to the Town for said purpose. A list of such entities is attached hereto.

Following the issuance of the Emergency RFP on May 16, 2016, a non-mandatory proposers' conference was held at the Department of Parks on May 17, 2016, and a non-mandatory site visit of the Tappen Beach Facility was conducted on May 18, 2016.

On May 19, 2016, written proposals were received from the following four (4) proposers:

Carlyle Catering Gennaro J. Sbarro J&B Restaurant Partners Lovin'Oven Catering of Suffolk Inc. On May 19, 2016, a meeting of the designated Selection Committee was held at the Department of Parks to review, consider and evaluate the four (4) submissions. The members of the Selection Committee consisted of:

Frank Nocerino, Commissioner, Parks Dept.
Leonard Symons, Deputy Commissioner, Dept. of Public Works
Matthew M. Rozea, Assistant Town Attorney
June Mascia, Deputy Commissioner, Dept. of General Services

In addition, the Town's outside counsel, Mr. Sinnreich, was present to assist in the evaluation process, but was not a voting member of the Selection Committee.

At the conclusion of the Selection Committee meeting, each of the members of the Selection Committee separately evaluated and graded each of the proposals, based upon the attached rating sheet.

As a result of the evaluation process described above, it is the unanimous recommendation of the Selection Committee that Carlyle Catering be selected as the successful proposer and that a license agreement be entered into between the Town of Oyster Bay and Carlyle Catering for the operation of the Tappen Beach Food Services Concession for the season beginning Memorial Day weekend, and ending on or about October 16, 2016.

A complete time line of the Emergency RFP process is attached hereto for your convenience.

Very truly yours,

Frank A. Nocerine

Commissioner

FAN/lb Attachments

EMERGENCY RFP TIME LINE

Notice of Default to HVS Tappen Beach, Inc. 9/17/15 Notice of Termination to HVS Tappen Beach, Inc. 5/12/16 (see attached list of recipients) 5/13/16 Emergency RFP issued HVS Tappen Beach, Inc. advises Town that it declines Due Process Hearing and will not 5/16/16 contest termination Non-mandatory proposers conference 5/17/16 Non-mandatory site visit and walk through of Tappen Beach Facility 5/18/16 5/19/16 Proposals received from the following: Carlyle Catering

Meeting of Town Selection Committee

Gennaro J. Sbarro J&B Restaurant Partners

5/19/16

Selection Committee consisted of:

Lovin Oven Catering of Suffolk Inc.

Frank Nocerino, Commissioner, Parks Dept.
Leonard Symons, Deputy Commissioner, Dept. of Public Works
Matthew M. Rozea, Assistant Town Attorney
June Mascia, Deputy Commissioner, Dept. of General Services

Selection Committee recommends selection of Carlyle Catering

5/23/16

RECIPIENTS OF EMERGENCY RFP

Original Recipients:

Carlyle Catering
Dover Goumet
Lessings, Inc.
Lovin' Oven Catering of Suffolk, LLC
Villa Lombardi's

Additional Recipients:

Gennaro J. Sbarro/Rothman Group J&B Restaurant Partners John Fives

SAMPLE

CONFIDENTIAL PRELIMINARY RATING WORKSHEET EMERGENCY REQUEST FOR PROPOSALS FOOD AND BEVERAGE SERVICE HARRY TAPPEN BEACH SELECTION CRITERIA AND RELATIVE WEIGHTS

1.	FIRM	S OVERALL CAPABILITIES
grossaggigis-Antib	A.	Size, staffing, resources & financial capability relative to size of assignment
Annual State of the State of th	В.	Special knowledge relative to project20
ly-resident (F)	, C.	Special equipment or facilities relative to project
II.	FIRM	'S EXPERIENCE
topologic sensitiva	_ A.	Experience of firm in assignments of similar size, scope, and complexity10
appointure en con	. 8.	Knowledge and experience with Town facility(les) and programs involved in the assignment and knowledge of Town's philosophies, practices and procedures
ghiospalotischin	_ C	Past performance with the Department
111.	ORG	ANIZATIONAL ABILITY
dassijovens		Magnitude, scope and complexity of the services to be rendered10
and solution (st		Firm's current workload with the Town5
SERVICE SERVIC	C.	Time constraints and deliverability of service15
GC	MME	1
why are produced in the contract of the contra	eller selfen i forskriver en	
FI	₹₩ <u>:</u>	TOTAL SCORE: DATE:
		INARY RANKING:OFRESPONDENTS SCORER