

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

ITEM NO.	DEPT.	AMOUNT	FROM
021-16	DER	\$ 500.00	DER A 3510 42200 000 0000
			TO DER A 3510 46300 000 0000
022-16	DER	\$ 7,682.00	FROM DER SR05 8160 42200 000 0000
			TO DER SR05 8160 46300 000 0000
023-16	EXE	\$ 56,408.00	FROM CYS A 7020 11000 000 0000
			TO DGS A 1620 11000 000 0000
		\$ 76,114.00	FROM IGA A 8686 11000 000 0000
			TO PKS SP 7110 11000 000 0000
		\$ 52,222.00	FROM HWY SD 8540 11000 000 0000
			TO PKS A 7110 11000 000 0000
		\$ 73,605.00	FROM IGA A 8686 11000 000 0000
			TO PKS SP 7110 11000 000 0000
		\$ 97,497.00	FROM PKS SP 9901 90000 000 0000
			TO TWN A 9901 90000 000 0000
		\$ 52,222.00	FROM PKS SP 9901 90000 000 0000
			TO HWY SD 9901 90000 000 0000

Reviewed By
 Office of Town Attorney


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

Supervisor 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)
 Community & Youth Services
 Intergovernmental Affairs
 Highway

General Services
 Payroll

Town Clerk
 Parks

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated May 12, 2016, requests authorization to procure public performance licenses and movies from the vendors listed hereinbelow, for the "Movies by Moonlight" portion of the 2016 "Music Under the Stars Summer Concert Series," for a total amount not to exceed \$2,100.00 to be paid from Account No. CYS A 7020 41800 000 0000, "Recreational Supplies":

Reviewed By
Office of Town Attorney

July 8, 2016	Swank Motion Pictures at Syosset-Woodbury Community Park	\$425.00
July 13, 2016	Swank Motion Pictures at Ellsworth W. Allen Town Park	\$425.00
July 21, 2016	Criterion Pictures, USA, Incorporated at Plainview-Old Bethpage Community Park	\$350.00
July 29, 2016	Swank Motion Pictures at John J. Burns Town Park	\$475.00
August 3, 2016	Swank Motion Pictures at Syosset-Woodbury Community Park	\$425.00

WHEREAS, Commissioner Fitzgerald also respectfully requests the use of carnival equipment which will be paid for by sponsor donations through the Friends of Community Services Department account, using the vendor and rates specified in the Town of Oyster Bay's Carnival Equipment bid, #SO068-16,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes the Department of Community and Youth Services to procure public performance licenses and movies from the vendors listed hereinabove, for the specific dates, times, fees and locations listed, for the "Movies by Moonlight" portion of the 2016 "Music Under the Stars Summer Concert Series," for a total amount not to exceed \$2,100.00, to be paid from Account No. CYS A 7020 41800 000 0000, "Recreational Supplies;" and be it further

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

RESOLVED, That the carnival equipment used at the 2016 "Music Under the Stars Summer Concert Series" shall be paid by sponsor donations through the Friends of Community Services Department account, using the vendor and rates specified in the Town of Oyster Bay's Carnival Equipment bid, #SO068-16.

-#-

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)
Community & Youth Services

MOVIES BY MOONLIGHT

Performance Date	Location	Check made payable to	Amount
7/8/2016	Syosset-Woodbury Community Park	Swank Motion Pictures	\$425.00
7/13/2016	Ellsworth W. Allen Town Park	Swank Motion Pictures	\$425.00
7/21/2016	Plainview-Old Bethpage Community Park	Criterion Pictures, USA, Incorporated	\$350.00
7/29/2016	John J. Burns Town Park	Swank Motion Pictures	\$475.00
8/3/2016	Syosset-Woodbury Community Park	Swank Motion Pictures	\$425.00

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated May 12, 2016, requests Town Board authorization, to employ the services of Thomas F. Ciavarella, 55 Arizona Avenue, Syosset, NY 11791, owner of TJ's Doghouse, to provide hotdogs, hamburgers, chips and soda from his food truck to participants during the Group Activities Program (GAP) barbeque, nunc pro tunc, on Saturday, May 14, 2016, at Marjorie Post Community Park, and advises that the cost of this food truck is \$610.00, which will be paid from the Friends of Community Services Dept., Inc.,

MS
 Reviewed By
 Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Community and Youth Services is hereby authorized to employ the services of Thomas F. Ciavarella, 55 Arizona Avenue, Syosset, NY 11791, owner of TJ's Doghouse, to provide hotdogs, hamburgers, chips and soda from his food truck to participants during the Group Activities Program (GAP) barbeque, nunc pro tunc, on Saturday, May 14, 2016, at Marjorie Post Community Park, at a cost of \$610.00, which shall be paid from the Friends of Community Services Dept., Inc..

-#-

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)
 Community & Youth Services

213
5

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

May 12, 2016

TO: Memorandum Docket

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

SUBJECT: Services for GAP

The Department of Community & Youth Services requests Town Board authorization employ the services of Thomas F. Ciavarella to provide food for the Group Activities Program (GAP) barbecue. Thomas F. Ciavarella, of 55 Arizona Avenue, Syosset, NY 11791, is the owner of *TJ's Doghouse*. Thomas will provide hotdogs, hamburgers, chips and soda from his food truck to the participants during the barbecue, which will be held on Saturday, May 14, 2016 at Marjorie R. Post Community Park. The cost of this food truck is \$610.00 and will be paid from Friends of Community Services Dept., Inc.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community & Youth Services to employ the services of Thomas F. Ciavarella on May 14, 2016, at Marjorie R. Post Community Park.


Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachment
cc: Town Attorney (+19 copies)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2016

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edward B. Robotti Insurance 8-17 36th Avenue Long Island City NY 11105	CONTACT NAME: Britany Robotti
	PHONE (A/C, No. Ext): 718-721-0320 FAX (A/C, No): 718-204-9384 E-MAIL ADDRESS: robert@insurance@aol.com
INSURED Thomas F. Ciavarella T.J.'s Dog House 55 Arizona Ave Syosset NY 11791	INSURER(S) AFFORDING COVERAGE
	INSURER A: Atlantic Casualty Insurance Company MAIC # 42846
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDITIONAL (R/R) (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	L036008395	08/01/2015	08/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (See endorsement) \$ 100,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (See endorsement) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (See endorsement in R/R) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Loc: Marjorie Post Park, corners of Merrick Road & Unque Road, Massapequa, NY 11758
 Event Date: 05/14/16
 Certificate holder is listed as an additional insured

CERTIFICATE HOLDER

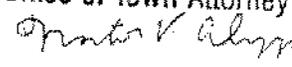
CANCELLATION

Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY 11771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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Reviewed By
 Office of Town Attorney


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Destination of Premises (Part Leased to You): Marjorie Post Park, corners of Merrick Road & Unqua Road, Massapequa NY, 11758
2. Name of Person or Organization (Additional Insured): Town of Oyster Bay, 54 Audrey Avenue Oyster Bay, NY 11771
3. Additional Premium: \$110

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

Reviewed By
Office of Town Attorney
Walter J. Abeyaratne

Reviewed By
Office of Town Attorney

WHEREAS, Robert J. McEvoy, Comptroller, and Leonard G. Kunzig, Deputy Comptroller, by memorandum dated May 16, 2016, request and recommend that a refund in the amount of \$1,500.00 be authorized to Mr. Merrick Bahar, 28 Colgate Lane, Woodbury, New York 11797, for a duplicate payment of his sidewalk repair,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as set forth above is accepted and approved, and Mr. Merrick Bahar is hereby granted a refund in the amount of \$1,500.00, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN DB 0000 00380 000 0000.

-#-

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)

14
279

TOWN OF OYSTER BAY

Inter-Departmental Memo

MAY 16, 2016

To: MEMORANDUM DOCKET
From: ROBERT J. McEVOY, COMPTROLLER
Subject: SIDEWALK REPAIR REFUND

The Comptroller's Office has received the attached correspondence and completed claim form from Mr. Merrick Bahar, of 28 Colgate Lane, Woodbury, NY 11797, wherein he requests a \$1,500.00 refund for overpayment of a sidewalk repair.

Based on the circumstances outlined in his letter, the Comptroller's Office requests that the Town Board authorize this refund.

Please debit account TWN DB 0000 00380 000 0000.

ROBERT J. McEVOY
COMPTROLLER

by: 
Leonard G. Kunzig
Deputy Comptroller

Attachments

RJM:LGK:mr

cc: Town Attorney (19)
Accounts Payable Division
Accounting Division A/R K467
Reading File

RECEIVED
TOWN OF OYSTER BAY
MAY 16 2016
MAY 16 2016
MAY 16 2016

4/6/16

To whom it may concern;

Please be advised that I paid my bill for sidewalk repair at 28 Colgate Lane, Woodbury, NY 11797 two times as evidenced by my check #'s 4704 dated 4/3/15 and # 4716 dated 4/30/15. Both checks were deposited and have cleared my account. Please refund the difference to me for this double payment. Re: Inv. ~~189335~~ 189349

Thank You


Merrick Bahar



TOWN OF OYSTER BAY

CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER
FEDERAL ID # SOCIAL SECURITY #

CLAIMANT'S NAME MERRICK BAHAR	CONTRACT #	ORDER #
CLAIMANT'S ADDRESS 28 COLGATE LANE	CONTRACT NAME	
TOWN DEPARTMENT WOODBURY, NY 11797	CLAIMANT INVOICE # K467	

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

DETAILED DESCRIPTION OF MATERIALS OR SERVICES

DATE	DESCRIPTION	UNIT PRICE	TOTAL
4/26/16	Refund of Overpayment of Sidewalk Repair		
	Invoice 188349 2/28/15 Billed Amount		1500 ⁰⁰
	Payments Made		
	4/8/15 R065 ck # 4704	1,500 ⁰⁰	
	4/30/15 R086 ck # 4716	1,500 ⁰⁰	
	Total Paid	3,000 ⁰⁰	(3,000 ⁰⁰)
	AMOUNT TO BE REFUNDED	→	1,500 ⁰⁰

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

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

\$ 1500.00

TOTAL AMOUNT	1,500.
CASH DISCOUNT %	
NET AMOUNT	1,500.

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

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

Signature	Title	Date 4/7/16
Print or type name Merrick Bahar	Name of Company	HOME OWNER
		N/A

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

Signature _____	Title _____	Date _____
Department _____	Account _____	

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 August 18, 2015, authorized the Highway Department to clean up the premises located at 22 Eagle Lane, Farmingdale, New York 11735, also known as Section 48, Block 552, Lot 33 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 May 16, 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 \$650.64, 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 May 16, 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 \$650.64 may be assessed by the Legislature of the County of Nassau against the parcel known as 22 Eagle Lane, Farmingdale, New York 11735, also known as Section 48, Block 552, Lot 33 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.


Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Highway
Planning & Development

15

Town of Oyster Bay Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
MAY 16 2016

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 16, 2016

SUBJECT: Property Cleanup Assessment
22 Eagle Lane, Farmingdale, New York 11735
Section 48, Block 552, Lot 33

The Department of Planning and Development, by memorandum dated August 18, 2015, directed the Highway Department to clean the premises located at 22 Eagle Lane, Farmingdale, New York 11735 also known as Section 48, Block 552, Lot 33 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 \$650.64.

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
Town Attorney (19 copies)
5:\Atty\DBS\Cleanups MD&Reso\MD 22 Eagle Ln 5 16 16.doc

✓ Have Read
2016-5250

TOWN OF OYSTER BAY

**Inter-Departmental Memo
August 18, 2015**

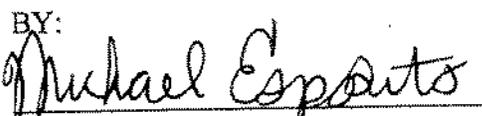
To: KEVIN HANIFAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
**Through: FREDERICK P. IPPOLITO, COMMISSIONER
PLANNING AND DEVELOPMENT**
**Subject: 22 Eagle Lane Farmingdale, NY 11735
SBL: 48-552-33**

Notice of Violation (No.15052) was issued to the owner of the above-referenced premises 07/28/15 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

48-552-30
✓ KC
dbs

**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

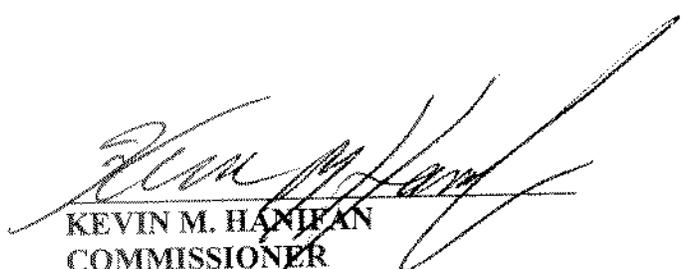
FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 22 EAGLE LANE, 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 \$650.64.

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 DEPARTMENT

KMH/kjb

Enc. T & M sheet

2015 JAN 19 10 39 AM
TOWN OF OYSTER BAY

2015 JAN - 9 : A 10 39

CLEAN-UP 22 EAGLE LANE, FARMINGDALE to P & D

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 November 5, 2015, authorized the Highway Department to clean up the premises located at 18A Park Lane, Massapequa, New York 11758, also known as Section 65, Block 95, Lot 279 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 May 16, 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 November 19, 2015, in the amount of \$679.98, 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 May 16, 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 \$679.98 may be assessed by the Legislature of the County of Nassau against the parcel known as 18A Park Lane, Massapequa, New York 11758, also known as Section 65, Block 95, Lot 279 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

Reviewed By
Office of Town Attorney
[Signature]

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

Supervisor 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
Planning & Development

10

Town of Oyster Bay Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
MAY 16 2016

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 16, 2016

SUBJECT: Property Cleanup Assessment
18A Park Lane, Massapequa, New York 11758
Section 65, Block 95, Lot 279

The Department of Planning and Development, by memorandum dated November 5, 2015, directed the Highway Department to clean the premises located at 18A Park Lane, Massapequa, New York 11758 also known as Section 65, Block 95, Lot 279 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated December 2, 2015, advised that the property was cleaned by a crew from the Highway Department on November 19, 2015. The cost incurred by the Town of Oyster Bay was \$679.98.

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
Town Attorney (19 Copies)
S:\Attys\DBS\Cleanups MD&Reso\MD 18A Park Ln 5 16 16 doc

✓ Have Read
2016-5247

TOWN OF OYSTER BAY

**Inter-Departmental Memo
November 5, 2015**

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
**Through: FREDERICK P. IPPOLITO, COMMISSIONER
PLANNING AND DEVELOPMENT**
**Subject: 18A Park Lane Place Massapequa, NY 11758
SBL: 65-95-279**

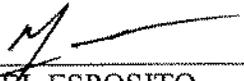
Notice of Violation (No.15331) was issued to the owner of the above-referenced premises 10/27/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

abs



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

December 2, 2015

TO: FREDERICK P. IPPOLITO, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT: DIANA S. AQUIAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

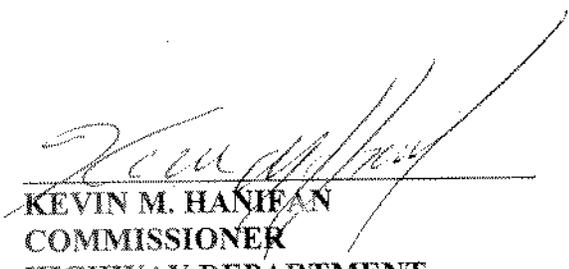
FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 18A PARK LANE, MASSAPEQUA
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 \$679.98.

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 DEPARTMENT

KMH/kjb

Enc. T & M sheet

2015 JAN 14 10:00 AM

2015 JAN 14 10:00 AM

Clean up 18A PARK LANE, MASSAPEQUA to P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (65-95-279) 18 A PARK LN MASSAPEQUA 11758

Date Nov 19, 2015

Work Order # 20622

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:30	\$28.56	00:00	0	\$42.84
MICHAEL HAYWARD	General Maintenance	01:30	\$41.80	00:00	0	\$62.70
MICHAEL MARTIN	General Maintenance	01:30	\$24.04	00:00	0	\$36.06
JOHN PIETROSANTE	General Maintenance	01:30	\$43.92	00:00	0	\$65.88
Total Labor						\$207.48

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD572	TRUCK DUMP 2005 INTL 7300 YW (T-242)- 6 Wheeler	\$131.00	01:30	\$196.50
TD573	TRUCK DUMP 2005 FORD F-350 YW (T-245) - Power Wagons	\$105.00	01:30	\$157.50
TD633	PICK-UP TRUCK 2008 FORD F-250 YW (24 / 024)	\$79.00	01:30	\$118.50
Total Equipment				\$472.50

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$679.98

Description of Work:

CLEAN-UP 18A PARK LANE PLACE MASSAPEQUA TO DOUG

Signature: _____

Name: Glacomo Grandline

Title: Highway Construction Supervisor

Date: Nov 24, 2015

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 November 5, 2015, authorized the Highway Department to clean up the premises located at 119 Boston Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lot 2141 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 May 16, 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 November 12, 2015, in the amount of \$1,449.42, 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 May 16, 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 \$1,449.42 may be assessed by the Legislature of the County of Nassau against the parcel known as 119 Boston Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lot 2141 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

Donna B. Swanson
Reviewed By
Office of Town Attorney
Donna B. Swanson

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
Planning & Development

5

Town of Oyster Bay Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
PLANNING AND DEVELOPMENT
MAY 16 2016

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 16, 2016

SUBJECT: Property Cleanup Assessment
119 Boston Avenue, Massapequa, New York 11758
Section 52, Block 194, Lot 2141

The Department of Planning and Development, by memorandum dated November 5, 2015, directed the Highway Department to clean the premises located at 119 Boston Avenue, Massapequa, New York 11758 also known as Section 52, Block 194, Lot 2141 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated December 2, 2015, advised that the property was cleaned by a crew from the Highway Department on November 12, 2015. The cost incurred by the Town of Oyster Bay was \$1,449.42.

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
Town Attorney (19 copies)

S:\Attys\DBS\Cleanups MD&Reso\MD 119 BostonAve 5.16.16.doc

Have Deed
2016-5246

TOWN OF OYSTER BAY

**Inter-Departmental Memo
November 5, 2015**

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
**Through: FREDERICK P. IPPOLITO, COMMISSIONER
PLANNING AND DEVELOPMENT**
**Subject: 119 Boston Avenue Massapequa, NY 11758
SBL: 52-194-2141**

Notice of Violation (No.15327) was issued to the owner of the above-referenced premises 10/20/15 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

DBS



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

December 2, 2015

TO: FREDERICK P. IPPOLITO, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT: DIANA S. AQUIAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

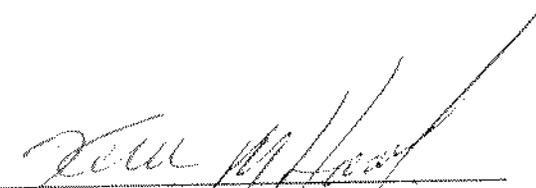
FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 119 BOSTON AVENUE, MASSAPEQUA
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 \$1,449.42.

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 DEPARTMENT

KMH/kjb

Enc. T & M sheet

2015 JAN 14 9 40 AM
TOWN OF OYSTER BAY
DEPARTMENT OF HIGHWAYS

2015 JAN 14 9 40 AM

Clean up 119 BOSTON AVENUE, MASSAPEQUA to P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (S2-194-2141) 119 BOSTON AVE MASSAPEQUA 11758

Date Nov 12, 2015

Work Order # 20443

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	02:00	\$28.56	00:00	0	\$57.12
MICHAEL HAYWARD	General Maintenance	02:00	\$41.80	00:00	0	\$83.60
LARRY JACKSON	General Maintenance	02:00	\$39.42	00:00	0	\$78.84
MARTIN LANG	General Maintenance	02:00	\$47.97	00:00	0	\$95.94
MICHAEL MARTIN	General Maintenance	02:00	\$24.04	00:00	0	\$48.08
JOHN PIETROSANTE	General Maintenance	02:00	\$43.92	00:00	0	\$87.84
Total Labor						\$451.42

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK348	SANI PACKER 2004 INTL 7400 YW (PP935 / PP-935)	\$105.00	02:00	\$210.00
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$0.00	02:00	\$0.00
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	02:00	\$158.00
TD572	TRUCK DUMP 2005 INTL 7300 YW (T-242)- 6 Wheeler	\$131.00	02:00	\$262.00
TD573	TRUCK DUMP 2005 FORD F-350 YW (T-245) - Power Wagons	\$105.00	02:00	\$210.00
TD633	PICK-UP TRUCK 2008 FORD F-250 YW (24 / 024)	\$79.00	02:00	\$158.00
Total Equipment				\$998.00

Materials

Material	Cost Per Unit	Units	Line Cost
Tipping Fee (per ton)	\$80.70	2.65	\$213.86
Tipping Fee (per ton)	-\$80.70	2.65	-\$213.86
Total Materials			\$0.00

Grand Total \$1449.42

Description of Work:

CLEAN UP 119 BOSTON AVENUE MASSAPEQUA TO DOUG

Signature: _____

Name: Glacomo Grandine

Title: Highway Construction Supervisor

Date: Nov 24, 2015

WHEREAS, Resolution No. 264-2015, adopted on May 12, 2015, authorized D&B Consulting Engineers and Architects, P.C., to proceed with engineering services, in connection with Contract No. DPW 06-930, Engineering Services Relative to the Town of Oyster Bay Storm Water Management Plan; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memoranda dated May 16, 2016, request Town Board approval that D&B Engineers and Architects, P.C., be authorized under Contract No. DPW 06-930, Engineering Services Relative to the Town of Oyster Bay Storm Water Management Plan, to provide services in an amount not to exceed \$78,840.00, such services to be performed to include assisting the Town of Oyster Bay in maintaining compliance with New York State Department of Environmental Conservation General Permit for Storm Water Discharge, and further request that the Comptroller issue an encumbrance order in an amount of \$78,800.00, with funds available in Account No. HWY H 5197 20000 000 1503 008.

NOW, THEREFORE, BE IT RESOLVED, That upon the requests as hereinabove set forth, D&B Engineers and Architects, P.C., is hereby authorized to proceed with the abovestated Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$78,800.00 for Contract No. DPW 06-930, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008.

-#-

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
Planning & Development
Highway


Reviewed By
Office of Town Attorney

TO: Memorandum Docket
Page 2

It is hereby requested that the Town Board authorize, by resolution, the above-noted additional engineering services fees in the amount of \$78,800.00 for D & B Engineers and Architects, P.C., relative to the Storm Water Management Plan, Contract No. DPW06-930.



ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR:dz



RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Attachment

cc: Leonard Genova, Town Attorney (w/19 copies)
Robert J. McEvoy, Comptroller
Kevin M. Hanifan, Commissioner/Highways
Timothy Zike, Deputy Commissioner/Planning & Development
Sunita Chakraborti, Division of Engineering



**D&B ENGINEERS
AND
ARCHITECTS, P.C.** **50 YEARS**
EST. 1965

Sunrise

330 Crossways Park Drive, Woodbury, New York 11797-2015
 516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

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 Roger W. Owens
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 Robbin A. Petrella
 Edward J. Reilly
 Michael G. Savarese, PE
 Stephen E. Tauss

March 21, 2016



Richard T. Betz, Commissioner
 Department of Public Works
 Town of Oyster Bay
 150 Miller Place
 Syosset, NY 11791

Attn: Elizabeth Maccarone, Deputy Commissioner
 Department of Public Works

Re: Town of Oyster Bay
 Storm Water Management Program
 TOB DPW 06-930
 D&B No. 2505

Dear Commissioner Betz:

D&B Engineers and Architects, P.C. (D&B), as one of the Town's Storm Water Management Program (SWMP) consultants, has prepared this proposal to continue assisting the Town in maintaining compliance with its New York State Department of Environmental Conservation (NYSDEC) General Permit for Stormwater Discharges from MS4s GP-0-10-002 (General Permit). As in previous years, our proposal focuses on tasks aimed at maintaining Town compliance with the provisions of the General Permit. The tasks presented here are in conformance with those Minimum Control Measures (MCMs) that were assigned as being D&B's responsibility for the Town's SWMP. These MCMs are:

- MCM 1: Public Education and Outreach.
- MCM 2: Public Involvement and Participation.
- MCM 3: Illicit Discharge Detection and Elimination.
- MCM 6: Pollution Prevention and Good Housekeeping for Municipal Operations.

"50 Years of Facing Challenges, Finding Solutions... Since 1965"

Richard T. Betz, Commissioner
Department of Public Works
Town of Oyster Bay
March 21, 2016

Task 1: Prepare 2016 SWMP Annual Report for Submittal to NYSDEC

To assist the Town in compliance with the annual reporting requirements of the General Permit, D&B will:

- Consult with Town staff to conduct a review of the Town's SWMP activities between March 2015 and March 2016;
 - Review and incorporate any new or revised permit or reporting requirements based on new policy statements or guidance memoranda from federal or state agencies;
 - Prepare a Draft SWMP Annual Report on the current NYSDEC reporting form for review by the Town;
 - Assist the Town in making the Draft SWMP Annual Report available for public review; and
 - Prepare the Final SWMP Annual Report for submittal to NYSDEC by June 1, 2016.
- It should be noted that there is an additional requirement for submitting a report in December 2016.

Task 2: Updates to the Town's Storm Water Management Program Plan

D&B will be preparing updates as needed to the Town's SWMP Plan to assure that it stays current with NYSDEC requirements. These updates would generally take the form of "swapped out pages" in the required sections. D&B will coordinate with the Town's other storm water management consultant to assure that the document is complete.

Task 3: Public Storm Water Knowledge Assessment Survey

To assist the Town in compliance with Section VII.A.1 of the General Permit, D&B prepared a Town-specific, multiple-choice storm water survey to evaluate the effectiveness of the Town's public education and outreach program and to assess the public's knowledge of storm water and pollution prevention issues within the Town. D&B also provided a link that was placed on the Town's website to a web-based storm water survey, which is hosted on D&B's website. This data will also be reported as part of the Town's Annual Report.

Richard T. Betz, Commissioner
Department of Public Works
Town of Oyster Bay
March 21, 2016

Task 4: Public Education and Outreach Materials

To assist the Town with Section VII.A.1 of the General Permit, D&B will continue to provide content and format for Town-specific handouts/brochures on different storm water topics for use in the SWMP public education and outreach program. The materials will describe to the general public the impacts of storm water discharges and pollutants on water bodies, pollutant sources, and steps contributors can take to reduce pollutants in storm water runoff. These handouts/brochures will be in a format suitable for posting on the Town's storm water website; as updates to the Town's storm water repository in the Town Clerk's Office at Town Hall North; and for distribution at Town events.

Task 5: Illicit Discharge Detection and Elimination Procedures Manual

To assist the Town with Section VII.A.6 of the General Permit, D&B will update the procedures manual for MCM 3 – Illicit Discharge Detection and Elimination, when required.

Task 6: Analysis to Identify the Priority Areas of Concern (POCs)

To assist the Town in compliance with Section VII.A.3 of the General Permit, D&B will identify Priority Areas of Concern (POCs) for illicit discharges. The purpose of this desktop analysis is to determine the potential for illicit discharges by producing a map identifying the areas of the Town that merit priority investigations or targeted storm water education.

Task 7: Storm Water Best Management Practices (BMP) Handbook/Manual

To assist the Town in compliance with Section VII.A.6 of the General Permit, D&B will complete a Town-specific BMP handbook/manual for storm water pollution prevention and good housekeeping for Town facilities and operations. The BMP handbook/manual will summarize potential pollutant sources within the Town and describe policies, practices, procedures and structures used to prevent, reduce or treat storm water pollution created by Town facilities and operations.

Task 8: Pathogen Impaired Watershed Strategy Requirements

To assist the Town in meeting the requirements of Part IX.C of the General Permit wherein MS4s in identified watersheds (Oyster Bay Harbor) must prepare a Watershed Improvement Strategy to reduce the impact of identified pollutants of concern (pathogens). D&B recently prepared a retrofit plan pursuant to the requirements of NYSDEC, and will continue to assure that the Town stays compliant with this section of the General Permit.

Richard T. Betz, Commissioner
Department of Public Works
Town of Oyster Bay
March 21, 2016

Page 4

Task 9: Town Storm Water Management Program Committee

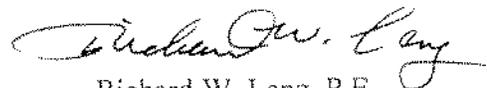
D&B will continue to participate in the Town's Storm Water Management Program Committee as it goes forward with the goal of assuring that the Town is in compliance with the requirements of its Storm Water General Permit.

Task 10: Additional Town-Requested Storm Water Permit Compliance Services

As the Town's requests, D&B will undertake other storm water permit compliance services beyond the scope of the above tasks to address additional, unforeseen storm water management goals, objectives or compliance needs.

The estimated budget to provide the Town with the required information necessary to meet the NYSDEC regulations for these tasks is \$78,800. If there are any questions, please do not hesitate to call me at (516) 364-9890, Ext. 3015.

Very truly yours,



Richard W. Lenz, P.E.
Senior Associate

RWL/cf
cc: T. Zyke (TOB Deputy Commissioner, P&D)
*2505-2016RWL032116RTD_Ltr

WHEREAS, Carmine Serravalli, Business Manager, Our Lady of Mercy Church, 500 South Oyster Bay Road, Hicksville, New York 11801, by letter dated May 4, 2016, has requested the use of three hundred (300) feet of snow fencing (no metal posts), seventy five (75) complete barricades, and forty (40) SORT pails, for its 9th Annual Summer Fair, to be held from July 27, 2016 through July 29, 2016 from 6:00 p.m. to 11:00 p.m., July 30, 2016 from 5:00 p.m. to 11:00 p.m., and July 31, 2016 5:00 p.m. to 10:00 p.m.; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, by memorandum dated May 11, 2016, has advised that the Department of Public Works has no objection to providing Our Lady of Mercy Church with three hundred (300) feet of snow fencing (no metal posts), seventy five (75) complete barricades, and forty (40) SORT pails, for its 9th Annual Summer Fair, to be held on the dates and times set forth hereinabove; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby approved, and the Highway Department, is hereby authorized to provide Our Lady of Mercy Church with three hundred (300) feet of snow fencing (no metal posts), seventy five (75) complete barricades, and forty (40) SORT pails, for its 9th Annual Summer Fair, to be held from July 27, 2016 through July 29, 2016 from 6:00 p.m. to 11:00 p.m., July 30, 2016 from 5:00 p.m. to 11:00 p.m., and July 31, 2016 5:00 p.m. to 10:00 p.m., and said equipment shall be delivered on July 25, 2016 and picked up on August 1, 2016 subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or their duly authorized representatives;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment and in the conduct of the aforescribed activity; 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 aforescribed 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)
Highway

Reviewed by
Office of Town Attorney

27
279
TOWN OF OYSTER BAY

Inter-Departmental Memo

May 11, 2016

TO: MEMORANDUM DOCKET

FROM: KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS

SUBJECT: OUR LADY OF MERCY ANNUAL SUMMER FAIR
JULY 27th - JULY 31st 2016

Enclosed please find a copy of the letter from Carmine Serravalli, Business Manager, requesting our assistance on behalf of Our Lady of Mercy Church in Hicksville in conducting their Annual Summer Fair. The Fair is to be held at the Church from July 27th through July 31st, 2016.

The Highway Department will be pleased to provide Three Hundred Feet (300') of Orange Plastic Snow Fencing without the metal posts, Seventy Five (75) Complete Barricades, and Forty (40) Yellow Recycling Pails for the Fair, from July 25th thru August 1st, 2016

Also attached are a 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
Parks Department
Justin McCaffrey, Commissioner
Department of Public Safety

RECEIVED
COMMISSIONER OF HIGHWAYS



OUR LADY OF MERCY

OUR LADY OF MERCY CHURCH
600 SOUTH OYSTER BAY ROAD
HICKSVILLE, NEW YORK 11801-3501
TEL. NO.: (516) 631-4351
FAX: (516) 433-8702

May 4, 2016

Town of Oyster Bay
150 Miller Place
Syosset, NY 11791
Attention: Kevin Hannifan

Dear Mr. Hannifan:

Our Lady of Mercy is planning on our 9th Annual Summer Fair and would kindly like to request, if the Town of Oyster Bay kindly would provide us with the following equipment. We again are truly indebted for your past support and are very grateful for that you have provided for our community. Details related to our Summer Fair are as follows:

EVENT: Our Lady of Mercy Summer Fair

DATES: July 27th – July 31st

TIME: 7/27 to 7/29 Wednesday to Friday – 6:00pm to 11:00pm, 7/30 Saturday – 5:00pm to 11:00pm, and 7/31 Sunday – 5:00pm to 10:00pm

Location: Our Lady of Mercy Church grounds – 500 South Oyster Bay Road Hicksville, NY 11801

Equipment Request: 300 feet of Snow fence no metal posts, 40 sort pails, and 75 complete Barricades from 7/25/16 to 8/1/16

Again, we are grateful for your continued support. Please feel free to contact me at anytime.

Sincerely,
Carmine Serravalli
Our Lady of Mercy Church Business Manager
516 931-4351 X216
finance@olmrcc.com

DATE: 3/23/16

TO: HIGHWAY OPERATIONS

SUBJECT: Our Lady of Mercy 9th Annual Summer Fair

PLEASE DELIVER TO:

DATE OF EVENT: July 27-31, 2016

Our Lady of Mercy Grounds
500 South Oyster Bay Road
Hicksville

BARRICADES: 75

SORT PAILS: 40

SNOW FENCE: 300'

MISC. ITEMS:

CONTACT: Carmine Serravalli
516-931-4351

DELIVER ON: 7/25/16

PICKUP ON: 8/1/16

SIGNATURE: _____

PRINT NAME: _____

RETURNED ON:

CONES:

BARRICADES:

MISC. ITEMS:

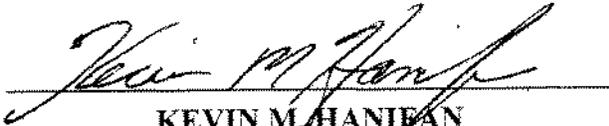
SORT PAILS:

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 M. HANIGAN
COMMISSIONER OF HIGHWAYS 

KMH/taw

C: Doug Robalino, General Foreman 005
Vinny Caggiano, Regional Foreman 008
Scott Dade, Area Foreman 016
Rich Buckley 006

Jeff VanNostrand
Public Safety Division
Ed Gioelli, DPW Administration
John Guarino, SORT Supervisor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2016

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ecclesia Assurance Company c/o Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Kara Helf
	PHONE (AG, Ho, Ext): 6106919870 FAX (AG, Ext): 6106919874
	EMAIL ADDRESS: K.helf@portercurtis.com
	INSURER(S) AFFORDING COVERAGE
INSURED OUR LADY OF MERCY CHURCH 500 SOUTH OYSTER BAY ROAD HICKSVILLE, NY 11801	INSURER A: ECCLESIA ASSURANCE COMPANY RAG # 11852
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 368201 Account: 00025 REVISION NUMBER:

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

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR AGENT AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PKG-2015-1	11/01/2015	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EX. ACCIDENTS) \$ Included MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ None Applicable PRODUCTS - COMP/CP AGG \$ None Applicable \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COLLISION SINGLE LIMIT (EX. ACCIDENT) \$ BODILY INJURY (Per accident) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION:			EX-LIAB-2015-1	11/01/2015	11/01/2018	EACH OCCURRENCE \$ 0,000,000 AGGREGATE \$ None Applicable \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY OR PARTNER/EXECUTIVE OFFICER/INSURER EXCLUDED (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				PER STATUS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The lists include applicable relationships. The Town of Oyster Bay, its officers, employees, agents, agents and authorized volunteers are included as Additional Insured if required by written contract with respect to use of property and equipment for the Summer Fair held 07/25/2015 - 08/02/2015.

CERTIFICATE HOLDER

TOWN OF OYSTER BAY HIGHWAY DEPARTMENT
 150 MILLER PLACE
 SYOSSET, NY 11791

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kara Helf

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ACORD 28 (2014/01)

The ACORD name and logo are registered marks of ACORD

Reviewed By
Office of Town Attorney*Matthew A. Longo**[Signature]*

Policy Number: PKG-2015-1

Endorsement Number: 30
Date Effective: 11/1/2015

ADDITIONAL INSURED ENDORSEMENT

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

SCHEDULE

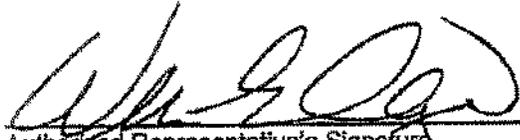
Town of Oyster Bay-Department of Parks, Department of Public Works (Highway and Sanitation), Department of Buildings (Town Hall), 150 Miller Place, Syosset, New York 11971

The definition of "insured" expressly includes the person or organization shown in the Schedule above as respects tort 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.

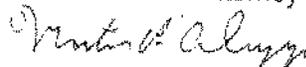
In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below.

ECCLESIA ASSURANCE COMPANY


Authorized Representative's Signature

10/16/2015
Date

Reviewed By
Office of Town Attorney





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

This Agreement is made this 15 day of MARCH 2016, by Our Lady of Mercy Church (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 300-foot snow fence,
75 Barricades, 40 Recept Pails,

For the event described as Our Lady of Mercy Church Summer Fair,
The property/equipment is need from 7/25 Monday to August 1 - Monday 2016
The event for which the property and/or equipment is requested () is () is not a not a profit making event.

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

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

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

Name of Organization:

Our Lady of Mercy Church

Address of Organization:

500 South Oyster Bay Rd.
Hicksville, NY 11801

By: Carmine Kermalli
Authorized Representative

Title: Business Manager

Telephone Number: 516 981-4351 x216

Reviewed By
Office of Town Attorney
Walter V. Adryga

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated May 19, 2016, requests Town Board authorization to sign contracts with various performers, and/or their agents, for the programs located on Grid 1, in connection with the "2016 Music Under the Stars" series, for a total fee of \$120,900.00, to be drawn from Account No. CYS A 7020 47660 000 0000, and for programs, performances and services, located on Grid 2, fees for which will be paid by sponsor donations through the Friends of Community Services Department accounts:

2016 MUSIC UNDER THE STAR SERIES

See attached Grid 1 and Grid 2 Schedules,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes the Department of Community and Youth Services to enter into the above described contracts with various performers, and/or their agents, for the programs located on Grid 1, in connection with the "2016 Music Under the Stars" series, for a total fee of \$120,900.00, to be drawn from Account No. CYS A 7020 47660 000 0000, and for programs, performances and services, located on Grid 2, fees for which will be paid by sponsor donations through the Friends of Community Services Department accounts; and be it further

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

-#-

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

Supervisor 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)
Community & Youth Services


Reviewed By
Office of Town Attorney

MUSIC UNDER THE STARS (Grid 1)

Performance Date	Location	Check made payable to	Amount
7/9/2016	John J. Burns Town Park	Lucilu Productions, Incorporated	\$21,000.00
7/12/2016	John J. Burns Town Park	Fireworks by Gucci, Incorporated	\$11,500.00
7/19/2016	Ellsworth W. Allen Town Park	Charles D'Orta	\$1,750.00
7/26/2016	Syosset-Woodbury Community Park	Lucilu Productions, Incorporated	\$14,500.00
7/28/2016	John J. Burns Town Park	Lucilu Productions, Incorporated	\$8,850.00
7/30/2016	John J. Burns Town Park	Lucilu Productions, Incorporated	\$28,000.00
8/2/2016	John J. Burns Town Park	Concert Pops of Long Island	\$7,800.00
8/2/2016	John J. Burns Town Park	Beechwood Productions, LLC	\$15,000.00
8/6/2016	John J. Burns Town Park	Lucilu Productions, Incorporated	\$12,500.00

MUSIC UNDER THE STARS (Grid 2)

Performance Date	Location	Check made payable to	Amount
July 6, 2016 - August 6, 2016	Various locations (National Anthem Singers)	Various Artists	\$1,040.00
7/6/2016	John J. Burns Town Park	Mike DelGuidice & Big Shot	\$15,750.00
7/12/2016	John J. Burns Town Park	SixGun Entertainment	\$2,500.00
7/15/2016	Syosset-Woodbury Community Park	NJ Star Productions, Inc.	\$12,500.00
7/16/2016	John J. Burns Town Park	Big Eyed Phish	\$5,500.00
7/19/2016	Ellsworth W. Allen Town Park	Greg Warnokowski	\$1,750.00
7/23/2016	John J. Burns Town Park	NJ Star Productions, Inc.	\$11,500.00
8/5/2016	John J. Burns Town Park	NJ Star Productions, Inc.	\$10,000.00

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

May 19, 2016

TO: Memorandum Docket

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

SUBJECT: Music Under the Stars 2016

The Department of Community and Youth Services requests Town Board authorization to sign contracts with various performers, and/or their agents for the 2016 *Music Under the Stars* concert series including the *Salute to America*.

The fees for all performances and services located on Grid 1 total \$120,900.00 and will be paid from Account No. CYS A 7020 47660 000 0000, *Special Events*. The fees for all performances and services located on Grid 2 will be paid by sponsor donations through the *Friends of the Community Services Department* account.


Maureen A. Fitzgerald
Commissioner

MAF/iw
Attachments
cc: Town Attorney (+19 copies)

RECEIVED
COMMUNITY AFFAIRS
MAY 20 2016

MUSIC UNDER THE STARS (Grid 1)

Performance Date	Location	Check made payable to	Amount
7/9/2016	John J. Burns Town Park	Lucilu Productions, Incorporated	\$21,000.00
7/12/2016	John J. Burns Town Park	Fireworks by Grucci, Incorporated	\$11,500.00
7/19/2016	Ellsworth W. Allen Town Park	Charles D'Orta	\$1,750.00
7/26/2016	Syosset-Woodbury Community Park	Lucilu Productions, Incorporated	\$14,500.00
7/28/2016	John J. Burns Town Park	Lucilu Productions, Incorporated	\$8,850.00
7/30/2016	John J. Burns Town Park	Lucilu Productions, Incorporated	\$28,000.00
8/2/2016	John J. Burns Town Park	Concert Pops of Long Island	\$7,800.00
8/2/2016	John J. Burns Town Park	Beechwood Productions, LLC	\$15,000.00
8/6/2016	John J. Burns Town Park	Lucilu Productions, Incorporated	\$12,500.00

MUSIC UNDER THE STARS (Grid 2)

Performance Date	Location	Check made payable to	Amount
July 6, 2016 - August 6, 2016	Various locations (National Anthem Singers)	Various Artists	\$1,040.00
7/6/2016	John J. Burns Town Park	Mike DelGuidice & Big Shot	\$15,750.00
7/12/2016	John J. Burns Town Park	SixGun Entertainment	\$2,500.00
7/15/2016	Syosset-Woodbury Community Park	NJ Star Productions, Inc.	\$12,500.00
7/16/2016	John J. Burns Town Park	Big Eyed Phish	\$5,500.00
7/19/2016	Ellsworth W. Allen Town Park	Greg Warnokowski	\$1,750.00
7/23/2016	John J. Burns Town Park	NJ Star Productions, Inc.	\$11,500.00
8/5/2016	John J. Burns Town Park	NJ Star Productions, Inc.	\$10,000.00

CONTRACT

This Contract, made the ____ day of _____, 2016 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Fireworks by Grucci, Inc., having its principal office at One Grucci Lane, Brookhaven, New York 11719 hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

SAMPLE

- 1. CONTRACTOR agrees to provide a performance by:

Salute to America & Fireworks by Grucci, Inc.

- a. Type of performance: Music Under the Stars 2016
- b. Contract Amount: \$11,500.00
- c. Date, time and place of performance:

DATE: Tuesday, July 12, 2016
TIME: 10:00 pm to 10:15 pm
DURATION: 10 - 11 Minutes
PLACE: John J. Burns Town Park
Massapequa, New York

- 2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
- 3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$11,500.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
- 4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
- 5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2016.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: FIREWORKS BY GRUCCI, INC.

FIREWORKS BY GRUCCI, INC.

—————> _____
CONTRACTOR

—————> DATE: _____, 2016

TOWN OF OYSTER BAY

—————
COMMISSIONER

DATE: _____, 2016

Reviewed By
Office of Town Attorney


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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

Reviewed By
Office of Town Attorney

WHEREAS, Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 19, 2016, recommends that a refund in the amount of \$200.00 be authorized to Slomins, Inc., 15 W. Seneca Street, Massapequa, New York 11758, under account number PAD B 0001 02555 000 0000, for Building Permit No. R16000286, obtained on January 21, 2016, for the installation of one (1) 275 gallon inside oil tank, due to the fact that the tank was damaged by Superstorm Sandy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Planning and Development is hereby authorized to issue to Slomins, Inc. a refund in the amount of \$200.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller; and be it further

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

-#-

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

Supervisor 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

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

May 19, 2016

TO: MEMORANDUM DOCKET
FROM: OFFICE OF THE COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
SUBJECT: RESIDENT REFUND – SLOMIN'S INC.

Pursuant to the Code of the Town of Oyster Bay, this department granted a Building Permit Number R16000286, dated January 21, 2016, in the amount of \$200.00 located at 15 W Seneca Street, Massapequa, New York 11758 for the installation of one (1) 275 gallon inside oil tank damaged by Storm Sandy and therefore, the fee is waived for the Building Permit fee.

In light of the aforementioned facts, a two hundred dollar (\$200.00) refund, receipt #01000412049, for Building Permit Number R16000286, the fee associated with this permit should be refunded to Slomin's Inc., 125 Lauman Lane, Hicksville, New York 11801 under account number PAD B 0001 02555 000 0000.

Timothy R. Zike

Timothy R. Zike
Deputy Commissioner
Department of Planning and Development

TRZ:ds
cc: Town Attorney (w/19 copies)



TOWN OF OYSTER BAY

CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID # SOCIAL SECURITY #

111339259

CLAIMANT'S NAME SLOMIN'S INC.	CONTRACT #	ORDER #
CLAIMANT'S ADDRESS 125 LAUMAN LANE HICKSVILLE, NY 11801	CONTRACT NAME	
TOWN DEPARTMENT PLANNING & DEVELOPMENT	CLAIMANT INVOICE #	

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

DETAILED DESCRIPTION OF MATERIALS OR SERVICES

DATE	DESCRIPTION	UNIT PRICE	TOTAL
03/10/16	Refund in the amount of \$200.00. This Building Permit Number R16000286 was for the installation of a 275 gallon oil tank. This was a Storm Sandy property and therefore, the fee is being waived.		\$200.00
	Form prepared by Debbie Smyth - Building Division		
	Please return the completed form to:		
	Town of Oyster Bay		
	Department of Planning and Development		
	74 Audrey Avenue		
	Oyster Bay, New York 11771		

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

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

TOTAL AMOUNT	\$200.00
CASH DISCOUNT %	
NET AMOUNT	

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

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

Signature: Frank Fiorillo Title: _____ Date: 3-28-2016

Print or type name: FRANK FIORILLO Name of Company: F R I F Plumbing

TOWN APPROVES this claim form for the sum of *****\$200.00***** for the services, disbursements and materials herein located which were actually performed and were for the Town of Oyster Bay.

Signature: Timothy R. Zike Title: Deputy Commissioner Date: 03/09/2016

TOWN OF OYSTER BAY

2 ITEMS OF 2

PERMIT RECEIPT

OPERATOR: sgerber
COPY # : 1

Sec:66 Twp:Oyster B Rng: Sub: Blk:47 Lot:24
SBL: 66-47-24

DATE ISSUED.....: 01/21/2016
RECEIPT #.....: 01000412049
REFERENCE ID #: 16010322

Permit Num: R16000286
SITE ADDRESS: 15 W SENECA ST
SUBDIVISION:
CITY: EAST MASSAPEQUA
IMPACT AREA

OWNER: PURPI PAUL F & LORETTA R
ADDRESS: 15 W SENECA ST
CITY/STATE/ZIP: MASSAPEQUA NY, NY 11758

RECEIVED FROM: RECEIPT INTERFACE
CONTRACTOR: PLUMBING WORK ONLY LIC # PLUMBER
COMPANY: PLUMBING WORK ONLY
ADDRESS:
CITY/STATE/ZIP: ,
TELEPHONE

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-CA	FIXTURES	1.00	25.00	0.00	25.00	0.00
B-OILTANK	GALLONS	275.00	175.00	0.00	175.00	0.00
TOTAL PERMIT :			200.00	0.00	200.00	0.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	200.00	359252
TOTAL RECEIPT :	200.00	

Check Inquiry Summary

#6891089



Account Number: [REDACTED]
Account Name: SLOMINS INC
Bank ID: [REDACTED]

16010322-
Slovinc
 157 CARRINGTON RD HOUSTON, TX 77041
 516-432-7024

Bank of America
 15-100113 00

Check No. 359252
 CHECK DATE
 3/17/2016

CHECK AMOUNT
 \$ 200.00
 www.bankofamerica.com

PAY Two Hundred and 00/100 Dollars

TO THE ORDER OF TOWN OF OYSTER BAY
 DEPT OF PLANNING&DEVELOPMENT
 TOWN HALL
 OYSTER BAY NY 11771-1682

[Signature]

Federal ID
11339259

1. This check is subject to the terms and conditions of the account agreement.
 2. This check is not valid for cashing at any branch of the issuing bank.
 3. This check is not valid for cashing at any branch of any other bank.
 4. This check is not valid for cashing at any branch of any other financial institution.
 5. This check is not valid for cashing at any branch of any other business.
 6. This check is not valid for cashing at any branch of any other individual.
 7. This check is not valid for cashing at any branch of any other entity.
 8. This check is not valid for cashing at any branch of any other person.
 9. This check is not valid for cashing at any branch of any other organization.
 10. This check is not valid for cashing at any branch of any other group.

CAPITAL ONE, NA
RICHMOND, VA, 955 22
Deposit

WARNING: This check is not valid for cashing at any branch of any other bank or financial institution. It is only valid for cashing at the branch of the issuing bank.

1. This check is subject to the terms and conditions of the account agreement.
 2. This check is not valid for cashing at any branch of the issuing bank.
 3. This check is not valid for cashing at any branch of any other bank.
 4. This check is not valid for cashing at any branch of any other financial institution.
 5. This check is not valid for cashing at any branch of any other business.
 6. This check is not valid for cashing at any branch of any other individual.
 7. This check is not valid for cashing at any branch of any other entity.
 8. This check is not valid for cashing at any branch of any other person.
 9. This check is not valid for cashing at any branch of any other organization.
 10. This check is not valid for cashing at any branch of any other group.

Check Number: 359252 Amount: 200.00
 Account Number: [REDACTED] Posted Date: 01/22/2016
 Account Name: SLOMINS INC Paid Date: 01/22/2016
 Bank ID: [REDACTED]

BOFD - Bank Of First Deposit

Bank Name: CAPITAL ONE, NA (BOFD) Date: 01/22/2016
 Date: 01/21/2016 RT: [REDACTED]
 RT: [REDACTED] Sequence Number: [REDACTED]
 Sequence Number: [REDACTED]



Certificate of Approval of Plumbing
 Town of Oyster Bay Department of Planning and Development
 Division of Building, 74 Audrey Ave, Oyster Bay, NY 11771

No. G513121

02/02/2016

Property Owner Information			
PURPI PAUL F & LORETTA R, 15 W SENECA STREET MASSAPEQUA, NY 11758			
Property Information:	School District	Section Block Lot(s)	Zone
	Massapequa	66-47-24	R1-10
located on	Side of	Feet	Of
		0.00	
Plumber/Contractor Info:	F & F PLUMBING & HEATING		
Address of Installation:	15 W SENECA STREET MASSAPEQUA, NY 11758		

Appl. No.	Permit No.	Permit Date	Sewer No.	Sewer Date	Receipt No.	Insp	Date
16010322	R16000286	01/21/2016			01000412049	DM	01/29/2016

Work Completed

R16000285-ONE (1) 275 GALLON OIL TANK (INSIDE).

This certifies that the above Plumbing and Drainage installed under the above Permit meets the requirements of the Plumbing code of the Town of Oyster Bay

<i>Timothy R. Zike</i>		Initials
Deputy Commissioner, Department of Planning and Development		

6891084

DEPARTMENT OF PLANNING AND DEVELOPMENT

TOWN HALL WEST, 74 AUDREY AVENUE, OYSTER BAY, NY 11771
TEL. 516-624-6200 FAX 516-624-6240



BUILDING DIVISION

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

DIANA S. AQUAR
DEPUTY COMMISSIONER

March 10, 2016

Ms. Loretta Purpi
15 West Seneca Street
Massapequa, New York 11758-7421

Re: 15 West Seneca Street, Massapequa, New York 11758-7421
Section 66, Block 41, Lot 24
Building Permit Number R16000286

Dear Ms. Purpi:

It was brought to my attention that the above building permit was issued, and it was for a Storm Sandy property.

Kindly forward the following documents in order for the Town to start the refund process:

- Claim form to be signed by the plumber who submitted the check for payment.
- A copy of the cancelled check (both front and back).↓
- A copy of the receipt for payment.

The process for obtaining your refund requires several levels of review. Ultimately, a Town Board Resolution authorizing your refund is required. This routine takes several weeks. Your cooperation and assistance in providing us with the requested information and any additional information in the future is helpful to us and beneficial to you. Thank you for your anticipated cooperation.

If you have any questions regarding the above, please feel free to contact the undersigned at (516) 624-6267.

Very truly yours,

Timothy R. Zike
Deputy Commissioner

TRZ:ds
Cc: Mr. Frank Fiorillo ✓



TOWN OF OYSTER BAY

Building Permit

R16000286

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



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

School District	Section/Block/Lot	Zone	Application No.	ZBA Number	ZBA Date	Receipt No.
	66-47-24	R1-10	16010322			01000412049
Contractor		PLUMBING WORK ONLY				
Plumber		F & F PLUMBING & HEATING 289 W 19TH ST DEER PARK NY 11729 631-566-4144				
Electrician						
Address of Actual Construction				Tenant		
15 W SENECA ST MASSAPEQUA, NY 11756-7421						
Permit Granted for the				Estimated Cost of Construction \$0		
REVISION OF 2.5 GALLON OIL TANK (INSIDE) AS PER TOB CODE.						

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

Plans must be approved by a registered Professional Engineer to be placed on file prior to issuance of a Certificate of Occupancy/Approval/Completion.

Located On	Side Of	Feet	Of		Post Office
		0.00			EAST MASSAPEQUA
DESCRIPTION	FEE	PAID	BALANCE		
	175.00	175.00	0.00		
	25.00	25.00	0.00		
*** FEE FINANCE ***	100.00	200.00	0.00		

*** FEE FINANCE ACCUMULATED FEE APPLIED: \$200.00

Any change of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notifications by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspection.

Changes regardless of size from the stamped approval plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.

INSPECTIONS

The following is a list of requirements that vary according to the type of structure built or maintained. Some but not all of the required inspections follow.

CONCRETE INSPECTIONS

- * Foundation
- * Footings
- * Slabs
- * Walls
- * Columns
- * Beams
- * Joists
- * Decking
- * Stairs
- * Balconies
- * Eaves
- * Parapets
- * Cornices
- * Sills
- * Lintels

PLUMBING INSPECTIONS

- * Underground plumbing - before backfilling
- * Rough plumbing - before closed up and ready for test
- * Final inspection when all fixtures are set
- * Sewer connection in spot being
- * Sanitary systems (Exhaustion, Construction)
- * Installation or replacement of burner, (oil, gas, electric)
- * All tanks - underground or above (Check with Building Division for required testing and inspection)
- * Pressure tests are required for any natural or propane gas installation, alteration or replacement
- * Hydrostatic pressure testing must be witnessed by a plumbing inspector for all fire sprinkler systems

DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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

Permit issued: 01/21/2016 Work Must Start By:

Permit must be issued by 01/21/2017 or permit will expire unless renewed prior to expiration.

Plans must be posted at the site for all inspections.

Handwritten signature

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated May 23, 2016, have advised that the Department of Public Works has been informed by the firm of Dvirka and Bartilucci Consulting Engineers that a name change has been adopted and Dvirka and Bartilucci Consulting Engineers will now be known as D&B Engineers and Architects, P.C., nunc pro tunc from January 1, 2016, and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated May 23, 2016, recommend that the change from Dvirka and Bartilucci Consulting Engineers to D&B Engineers and Architects, P.C. be approved, nunc pro tunc from January 1, 2016, that the Office of the Comptroller update their records accordingly, and the Supervisor, or his designee, be authorized to execute a new Standard Consultant Agreement with D&B Engineers and Architects, P.C.,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved.

-#-

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

Supervisor Venditto	Aye
Councilman 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


Reviewed By
Office of Town Attorney


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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MAY 23, 2016

TO : MEMORANDUM DOCKET
FROM : ELIZABETH L. MACCARONE RICHARD T. BETZ
DEPUTY COMMISSIONER COMMISSIONER
DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF PUBLIC WORKS
SUBJECT: CONSULTANT CHANGE IN CORPORATE NAME

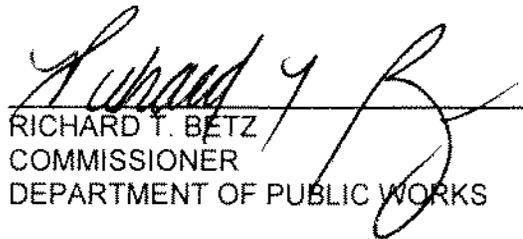
The firm of Dvirka and Bartilucci Consulting Engineers has provided ongoing engineering services to the Department of Public Works for various projects. This firm has informed the Department of Public Works, by the attached letter of May 23, 2016, that a name change has been adopted to reflect their expanded services available to clients. Dvirka and Bartilucci Consulting Engineers will now be known as D&B Engineers and Architects, P.C. The Federal ID Number for D&B Engineers & Architects, P.C. remains the same as Dvirka and Bartilucci Consulting Engineers.

As per the attached letter, this change in name is effective January 1, 2016.

It is requested that the Town Board approve by Resolution the name change of Dvirka and Bartilucci Consulting Engineers to D&B Engineers and Architects, P.C., to direct the Office of the Comptroller to update their records accordingly, and to authorize the Supervisor, or his designee, to execute a new Standard Consultant Agreement with D&B Engineers and Architects, P.C.



ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS



RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dz

Attachments

- c: Leonard Genova, Town Attorney (w/19 copies)
- Robert McEvoy, Comptroller
- Kathleen Stefanich, DPW/Administration

DOCKET D&B-E&A NAME CHANGE



Board of Directors

Henry J. Chilupsa, P.E., BCEE
President & Chairman
Steven A. Fangmano, P.E., BCEE
Executive Vice President
Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

Vice Presidents

Rob J. DeGiorgio, P.E., CPESC
Senior Vice President
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Thomas P. Fox, P.G.
Vice President
Frank Genese, AIA
Vice President
Michael Neuberger, P.E.
Vice President
Kenneth J. Pritchard, P.E.
Vice President
Theodore S. Pytlar, Jr.
Vice President
Charles J. Wachsmuth, P.E.
Vice President

Dir. of Architecture

Michael P. Sciarillo, AIA, NCARB

Senior Associates

Ellen R. DeOrsay
Matthew R. DeVinney, P.E.
Frank DeVita
Joseph A. Fioraliso, P.E.
Michael R. Hofgren
Christopher Koegel, P.E., CCM
Christopher M. LeHanka
Richard W. Lenz, P.E.
Olga Mubarak-Jaramilio
Philip R. Sachs, P.E.
Daniel Shabat, P.E.

Associates

Meredith A. Byers
Anthony M. Caniano
Rudolph F. Cannavale
Christopher W. Francis
James J. Magda
Michele Mastrangelo
Jamil Miranda, P.E.
Roger W. Owens
Steven E. Patak
Robbin A. Petrella
Swaroop C. Puchalapalli, P.E.
Edward J. Reilly
Michael G. Savarese, P.E.
Stephen E. Tauss

May 23, 2016

Richard T. Betz
Commissioner
Department of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Attn: Elizabeth L. Maccaroni
Deputy Commissioner, Department of Public Works

Re: Name Change
All D&B Contracts
EIN No.: 11-2393559

Dear Commissioner Betz:

We have been working for the Town as one of its Engineering Consultants for many years, assisting the Town on various engineering assignments, with required regulatory issues. These engineering services were provided under the Corporate name of Dvirka and Bartilucci Consulting Engineers.

The Firm changed its name to include our expanding staffing assignments to D&B Engineers and Architects, P.C., with our headquarters still located in the Town of Oyster Bay. This name change is to be considered in effect as of January 1, 2016. D&B's address is still 330 Crossways Park Drive, Woodbury, NY 11797 and still have the same EIN number (See attached W9 Form).

Therefore, our Firm is respectfully requesting that the Town approve our name change to:

D&B Engineers and Architects, P.C.
330 Crossways Park Drive
Woodbury, NY 11797

D&B would also like to continue our services to the Town.

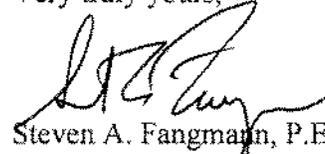
"50 Years of Facing Challenges, Finding Solutions... Since 1965"

Richard T. Betz
Commissioner
Department of Public Works
Town of Oyster Bay
May 23, 2016

Page Two

If you have any questions, please feel free to contact me at (516) 364-9890, Ext. 3005.

Very truly yours,


Steven A. Fangmann, P.E., BCEE
Executive Vice President

SAF/RWL/cf
Attachment
Cc: M. Russo (TOB)
R. Lenz (D&B)
♦ 2505-2016SAF16LTR-01

THIS AGREEMENT made as of the _____ day of _____, by and between TOWN OF OYSTER BAY, a municipal corporation having its principal place of business at Town Hall, Audrey Avenue, Oyster Bay, New York, acting on behalf of Town of Oyster Bay and Special Districts, hereinafter called the TOWN, and _____ with their office and principal place of business at _____, hereinafter called CONSULTANT.

WITNESSETH, That whereas the Town deems it necessary and desirable to retain the services of a CONSULTANT for the purpose of preparing surveys, plans, contract documents, and specifications and provide other services in connection with various Projects of the TOWN, and to assist the Town Board and the Commissioner of Public Works in the proper performance of their respective duties and responsibilities as required by their office and/or position.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

That the CONSULTANT is hereby retained, on a non-exclusive basis to render the services required of him in accordance with the terms, conditions, and provisions as set forth herein, commencing _____, and to continue until this Agreement is terminated or cancelled in accordance with and pursuant to the terms, conditions, and provisions set forth herein.

SECTION I

General

- A. CONSULTANT – Professional Representative. The CONSULTANT shall serve as the TOWN'S professional representative in the planning, professional supervision, and inspection of the construction of the Project and shall give consultation and advice to the TOWN during the performance of his services, and the CONSULTANT herein represents that he is adequately staffed, skilled, and experienced in the type of work proposed, and represents further that he is duly licensed and qualified to perform these services under the Laws of the State of New York; and it is understood and agreed that in the event the CONSULTANT herein should for any reason desire to

subcontract for any of the consulting services herein even though this be an accepted or usual practice of the profession, the CONSULTANT shall advise the TOWN'S representative in writing as to the name and office address of the sub-consultant and obtain the Town Board's approval as to the scope and percentage of work to be performed by the sub-consultant and, further that all sub-consultant work is to be performed at no additional cost to the TOWN; however, in those instances where the CONSULTANT'S fee is based upon a multiple of wage rate, then it is agreed that the maximum cost for the Project shall include the cost of services rendered by all sub-consultants, and the CONSULTANT is required to file with the Town Comptroller a certified list of the payroll cost of those employees of the sub-consultant who are to perform services on the Project, and for purposes of payment and only for this purpose, under the provisions of Section V the sub-consultant and the designated employees of the sub-consultant will be deemed to be employees of the CONSULTANT.

- B. DESIGNATION OF TOWN'S REPRESENTATIVE – The TOWN hereby designates the Commissioner of Public Works as its representative. In the event the Commissioner is unavailable or incapacitated, his duly designated Deputy Commissioner of Public Works may act in his stead. The Commissioner shall have complete authority to transmit instructions, receive information, interpret, and define the TOWN'S general policy and decisions insofar as he is acting as the TOWN'S administrator under the terms of this Agreement. This authority, however, is restricted as aforesaid and there is no intention on the part of the Town Board, either express or implied, to delegate its exclusive authority insofar as other matters under this contract, such as but not limited to, increase or decrease in the scope of the work and approval of designs and plans.
- C. NON-DISCRIMINATION CLAUSE – The CONSULTANT agrees that neither he nor any sub-consultant, vendor, or other person shall discriminate in any manner by reason of race, creed, or color in employment of persons for the performance of any work under this contract.
- D. COMPLIANCE WITH LABOR STATUTES AND RULES AND WAIVER OF IMMUNITY – The CONSULTANT agrees to comply in all respects with the

laws of the State of New York respecting labor and compensation and with all labor statutes, ordinances, rules and regulations applicable and having the force of law. In addition thereto, this contract is subject to cancellation pursuant to the provisions of Sec. 103-a of the General Municipal Law, which relates to refusal to sign a waiver of immunity when called to appear before a Grand Jury.

- E. SEPARATION OF CONSTRUCTION CONTRACTS – In those cases where a construction contract is subdivided into separate contracts in compliance with the provisions of law (General Municipal Law, Sec. 101) the separate contracts shall, for the purpose of determining the CONSULTANT'S fee as herein set forth, be treated as one contract.

- F. INSURANCE – The CONSULTANT shall secure and maintain such insurance as will protect him and the TOWN from claims under the Workmen's Compensation Acts, also secure and maintain bodily injury and property damage liability insurance coverage as will protect him and the TOWN, including special districts when required, from claims which may arise from the performance of all services under this Agreement, in minimum limits of \$1,000,000.00, bodily injury and \$500,000.00 property damage, a Professional Liability Policy in an amount not less than \$1,000,000.00 insuring the CONSULTANT against errors and omissions. The said insurance policies or certificates will be submitted for approval as to form to the Town Attorney's Office prior to or at the time of signing of this Agreement and copies then filed with the TOWN.

- G. COPYRIGHT OR PATENT INFRINGEMENT – The CONSULTANT shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings, or specifications supplied by him, and he shall hold harmless the TOWN from loss or damage resulting therefrom.

- H. TESTING OF CONSTRUCTION MATERIALS - It is understood and agreed by the parties that it is the intention of the TOWN to contract with private testing laboratories for the purpose of testing construction materials that are typical of the construction contracts generally performed unless the private

firm contracted with the Town is not equipped to do that particular type of testing or unless the facilities of the said laboratory are not available, or in the written opinion of the TOWN'S representative it is deemed to be in the best interests of the TOWN to use the facilities of an outside testing laboratory as a sub-contractor to the CONSULTANT, and in this regard the CONSULTANT shall comply with such procedures for testing as directed by the TOWN or the TOWN'S representative.

The CONSULTANT shall process claims for payment from the outside testing laboratories and submit to the TOWN'S representative his certification that the testing results were acceptable.

- I. CHANGE ORDERS – In all those instances involving CONSULTANT'S, Change Orders to the contractors, the CONSULTANT shall obtain written authorization in the form of a resolution from the Town Board as to the details and cost prior to authorizing the contractors to proceed with the work provided for under Change Orders, except in those instances when the CONSULTANT must issue the Change Orders on an emergency basis, and in these instances he shall contact the TOWN'S representative as soon as reasonably possible to obtain his authorization to proceed with that amount of work made necessary by the emergency conditions, and he shall as soon as reasonably possible thereafter contact the Town Board to obtain the written authorization to proceed with the balance of the work in the same manner as prescribed for in regular change orders.

- J. DIVISIBLE AGREEMENT – The parties agree that the work and services to be performed by the CONSULTANT herein consists of either four distinct but related phases of a program leading to the ultimate development and completion of the Project, or a single specific task which may include a Study or services under an On-Call Contract, and that this is a divisible Agreement.

In the event the TOWN, acting by and through the Town Board, desires to proceed with the work and services outlined herein as Phase No. 1, Preliminary Design, Phase No. 2 Design, Phase No. 3 Bidding, and Phase 4 Construction, then in such event a resolution approving each applicable Phase must be adopted by the Town Board as provided for in this Agreement

and it is agreed that the fee for such services shall not be more than that set forth in Section V – PAYMENTS of this Agreement.

In the event the TOWN, acting by and through the Town Board, desires to proceed with the work and services outlined herein for a single specific task which may consist of a Study or services performed under an On-Call Contract, then in such event a resolution approving this task must be adopted by the Town Board as provided for in this Agreement and it is agreed that the fee for such services shall not be more than that set forth in Section V – PAYMENTS of this Agreement.

- K. OWNERSHIP OF DOCUMENTS – The completed original tracings and the original master specification sheets shall remain the property of the TOWN but may remain in the custody of the CONSULTANT, unless otherwise determined by the TOWN. In the event of any subsequent revisions, the CONSULTANT shall submit two (2) revised prints to the office of the TOWN'S representative.

Until final acceptance of the Project by the TOWN, there shall be no publication of the plans, specifications, or contract documents relating to the Project by the CONSULTANT without the prior approval of the TOWN.

- L. COMPLETION OF PROJECT WITHIN CONSULTANT'S FINAL PROJECT COST ESTIMATE – The CONSULTANT hereby acknowledges that he is familiar with the provisions of law dealing with municipal corporations, particularly those relating to the construction of Projects within the authorized amounts; therefore, said CONSULTANT hereby agrees to design the Project and arrive at his final Project cost estimate in such a manner as to allow the TOWN to build the Project at an amount which will not exceed the authorized amount which includes construction costs, engineering fees, and contingencies, and in the event that the bid amounts for the construction of the Project should exceed the CONSULTANT'S final Project cost estimate, the TOWN reserves the right to either cancel this Agreement or any portion thereof or instructs the CONSULTANT'S to redesign the plans so that the construction cost can come within the authorized amount, and if so directed to redesign, the CONSULTANT agrees to do so without any additional cost or

fee to the TOWN, unless it is determined from a recognized construction cost index, such as the "Engineering News-Record Index," "Industrial Index," "Consumer Index," etc., that costs have increased beyond predictable amounts since the CONSULTANT'S design was submitted to the TOWN.

- M. SUCCESSORS AND ASSIGNS – This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Town and the CONSULTANT respectively and his partners, successors, assigns, and legal representatives. The CONSULTANT shall not have the right to assign, transfer or sublet his interest or obligations hereunder without written consent to the Town Board.

SECTION II

Services of the Consultant

- A. THE PRELIMINARY DESIGN PHASE: This Phase is undertaken only after the Town Board adopts a resolution authorizing the CONSULTANT to proceed, and the principal services performed by the CONSULTANT during the Preliminary Design Phase are as follows:
1. Consult the TOWN to review its wishes and requirements; make inspection of the site; review available material; and discussion of scheduling. Confer with various approving and regulatory agencies and with those utility companies affected; and, also, when directed by the TOWN, attend other meetings, such as but not limited to Citizens Advisory Committees.
 2. Prepare preliminary engineering studies and plan for and assist the TOWN in procuring the necessary reconnaissance surveys and other field investigations, such as but not limited to:
 - a. Property Surveys
 - b. Boundary Surveys
 - c. Right-of-Way Surveys
 - d. Topographical Surveys
 - e. Utility Surveys
 - f. Hydrographic Surveys
 - g. Core Borings
 - h. Probing
 - i. Subsurface Explorations
 - j. Laboratory Testings

- k. Inspection of Samples or Materials
- l. Photogrammetries
- m. Traffic Studies
- n. Other special studies

3. Prepare engineering data for approval of the TOWN and other approving agencies and assist in obtaining necessary regulatory permits.
 4. Prepare a preliminary engineering report on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the TOWN to include schematic layouts and sketches, if required, and a general cost and construction time estimate, and to set forth the CONSULTANT'S recommendations. Said report shall contain an estimate of all construction costs.
 5. Furnish the TOWN with up to twenty (20) copies of the above preliminary report when directed by the TOWN'S representative.
 6. The Commissioner of Public Works will within sixty (60) days after it receives the preliminary report notify the CONSULTANT of its approval of said plans or its disapproval of same.
- B. THE DESIGN PHASE – After the Town Board adopts a resolution approving the preliminary report and directs the CONSULTANT to proceed with the Design Phase, the principal services to be performed are as follows:
1. Detailed conferences with the TOWN'S representatives and approval of regulatory authorities.
 2. Planning for and assisting the TOWN in procuring the following necessary field information for design, which information may include, but not necessarily be limited to:
 - a. Field Surveys
 - b. Photogrammetry
 - c. Traffic Studies
 - d. Other Special Studies

3. Prepare engineering data for approval of the TOWN and other approving agencies and assist in obtaining necessary regulatory permits.
 4. From the approved final preliminaries, the CONSULTANT shall prepare working drawings, specifications, bid proposal forms and notice to bidders, and other contract documents completely describing the material and workmanship required and procedures to be followed for the construction of the Project.
 5. When directed by the TOWN'S representative, the CONSULTANT will submit a testing program for approval.
 6. Advise the TOWN, in writing, of any adjustment of the cost and construction time estimate caused by changes in scope, design requirements or construction cost, and furnish a revised cost estimate (or an initial cost estimate in cases which the Preliminary Phase is waived, including all engineering fees) based on the completed drawings and specifications in order that the TOWN may be able to let the contracts for the construction of the Project within the authorized amount and furnish as many copies of the contract documents as directed by the TOWN'S representative marked "Submitted for Approval of Design Phase" consisting of the Construction Agreement forms, general conditions, special provisions, detailed construction drawings, and specifications.
 7. The Town Board will either approve this Design Phase or notify the CONSULTANT that they are not approving the Design Phase within sixty (60) days from the date of submission of the documents to the Town Board.
- C. BIDDING PHASE – After the Town Board adopts a resolution approving the CONSULTANT'S final design, cost and construction time estimates, and directing the CONSULTANT to proceed with the Bidding Phase, the principal services to be performed are as follows:

1. After the TOWN sets down a bidding date, the CONSULTANT shall furnish as many additional copies of the contract documents, marked in numerical order, as directed by the TOWN'S representative, consisting of the Construction Agreement forms, general conditions, special provisions, detailed construction drawings, and specifications for the use of prospective bidders.
2. Assist the TOWN in securing bids, responding to contractor inquiries of the Contract Documents, necessary document reproduction at the bid opening, tabulation and analysis of bid results, and furnish recommendations on the award of construction contracts, within ten (10) days from receipt of bids.
3. The Town Board will either approve the construction contract award or notify the CONSULTANT that they are not approving the award within forty-five (45) days from the date of receipt of bids.

D. CONSTRUCTION PHASE – This Phase is undertaken only after adoption of a resolution by the Town Board awarding construction contracts and authorizes the CONSULTANT to act on behalf of the TOWN in this Phase. The principal services to be performed are as follows:

1. Conform the required copies of the contract and bid documents to the originals, if so required by the TOWN'S representative.
2. After the contract has been executed, the CONSULTANT shall provide the necessary copies and said construction contract documents for the use of the contractors, utilities, and others as directed by the TOWN'S representative.
3. Consultation and advising to the TOWN during construction, acting as the TOWN'S professional representative at the construction site and issuing all instructions of the TOWN to the contractor; maintain daily log of work performed and contractor personnel on-site, preparing written change orders as required; disapproving of any of the contractor's work which

fails to conform with the contract documents; periodic meetings with the contractors and forwarding minutes of said meetings to the TOWN.

4. Notify utilities and governmental agencies and contractors when work is to commence.
5. Preparation of elementary sketches and supplementary sketches required to resolve actual field conditions encountered.
6. Checking detailed construction drawings and shop and erection drawings submitted by contractors for compliance with design concept.
7. Reviewing and evaluating reports of laboratory, mill and shop tests of materials and equipment.
8. Establish survey base lines and bench marks in the field from which the contractor can properly lay out his work; and the CONSULTANT shall check construction locations and elevations established by the contractors.
9. The CONSULTANT, in accordance with the provisions of the construction contract, shall assist in the processing of the contractor's labor affidavit and claims for payment, and said claims shall be accompanied by the Approved Engineer's Certification form, which shall be based on his on-site observations as an experienced and qualified design professional; and on his review of the contractor's applications for payment determine the amount owing to the contractor and approve, in writing, payment to the contractor in such amounts; such approvals of payment to constitute a representation to the TOWN, based on such observations and review and the data comprising such application, that the work has progressed to the point indicated and that, to the best of his knowledge, information, and belief, the quality of work is in accordance with the contract documents and any qualifications stated in his approval.
10. Making periodic site visits to observe work in progress and providing appropriate reports to the TOWN and directions to the contractors.

11. Observing initial operation of the Project or of performance tests required by specifications.

12. Furnishing the TOWN a set of reproducible record prints of drawings and addendum drawings showing any significant changes made during the construction process.

13. The CONSULTANT shall prepare periodic punch lists. Such work enumerated on said punch lists shall be completed in accordance with the terms of the contract documents. The CONSULTANT shall file his final certificate with the TOWN as to his approval of the contractor's final request for payment and, at such time, submit any and all required permits and certificates issued or required to be issued in connection with the construction of the Project; or, in the alternative, submit satisfactory data to the TOWN'S representative that all said permits or certificates have been properly filed.

14. Conduct, in company with the TOWN'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the contract documents, approving, in writing, final payments to the contractors, and submit a written report of the completed Project to the TOWN.

15. Inspection during the Guaranty Period and during the term of any Performance or Maintenance Bond relating to the Project and preparation of a written report listing discrepancies between guarantees and performance.

E. STUDY – A Study is undertaken only after the Town Board adopts a resolution authorizing the Consultant to proceed, and the principle services shall be outlined in the project "Scope of Services" which may include any of the following:

1. Initial scoping meeting with the involved Town Department.

2. Initial scoping meeting with any involved outside agency, which may be a partner in the study.
3. Review of existing data, gathering of new data, and analysis of the data.
4. Provide assistance to the Town in conducting public informational meetings.
5. Preparation of draft reports for review of Town personnel and outside agencies.
6. Preparation of final reports for submission to the Town Board for adoption.

F. ON-CALL SERVICES - A CONSULTANT shall be approved to perform services under an On-Call Contract by an initial Town Board resolution which indicates the general nature of work to be performed under the contract. When the Commissioner of Public Works identifies a task that requires the services of a CONSULTANT, which does not involve Preliminary Design, Design, Bidding or Construction Phase services, a CONSULTANT who has been approved to perform services under an On-Call Contract, appropriate for the scope of work to be performed, will be requested to submit a cost proposal based upon the specific scope of work to be provided by the Commissioner of Public Works. After the services and fee of the CONSULTANT for this task are approved by the Town Board by resolution, and the CONSULTANT will be authorized to proceed.

SECTION III

Optional Services

If authorized in writing by the Town Board or its representative, except where specifically limited to the Town Board, the CONSULTANT shall furnish additional services of the following types which will be paid for by the TOWN as part of the fee authorization for the Preliminary Design, Design, Bidding or Construction Phases, Study, or On-Call Services, whose scope consists of any of the following:

A. FIELD WORK, REPORTS, AND/OR DRAWINGS FOR:

1. Property Surveys
2. Boundary Surveys
3. Right-of-Way Surveys
4. Topographical Surveys
5. Utility Surveys
6. Hydrographic Surveys
7. Core Borings
8. Probing and/or sub-surface explorations
9. Laboratory testing
10. Inspection of samples and/or materials
11. Other special consultations

B. SOIL INVESTIGATIONS:

1. Test borings and related analysis
2. Evaluation reports and recommendations

C. DETAILED MILL, SHOP, AND/OR LABORATORY INSPECTION OF MATERIAL AND EQUIPMENT.

D. LAND SURVEYS, ESTABLISHMENT OF BOUNDARIES, MONUMENTATION AND RELATED OFFICE COMPUTATIONS AND DRAFTING.

E. RESIDENT REPRESENTATIVES IN ACCORDANCE WITH AN APPROVED PROGRAM.

F. ADDITIONAL COPIES OF REPORTS, CONTRACT DRAWINGS, AND DOCUMENTS ABOVE THE SPECIFIED NUMBER FURNISHED IN THE OTHER PHASES.

- G. TRAVEL FOR THE CONSULTANT AND HIS STAFF BEYOND THAT NORMALLY REQUIRED UNDER BASIC CIRCUMSTANCES, WHEN AUTHORIZED BY THE TOWN.
- H. ASSISTANCE TO THE TOWN AS EXPERT WITNESS IN LITIGATION (NOT APPLIED TO ACTION IN WHICH CONSULTANT IS INVOLVED).
- I. ON BEHALF OF THE TOWN, REVIEW AND REPORT ON PLANS, REPORTS AND ESTIMATES SUBMITTED BY PRIVATE DEVELOPERS, PUBLIC UTILITIES, SCHOOL DISTRICTS, AND OTHER CONSULTANTS AND EXPERTS.
- J. PREPARATION AND MODIFICATION OF ESTABLISHED STREET GRADES AND DRAINAGE PLANS, AND PREPARATION AND FURNISHING OF REPORTS IN RELATION THERETO.
- K. MINOR CONSTRUCTION SURVEYS, WITH NECESSARY PLANS AND FIELD LAYOUTS.
- L. PREPARATION OF DETAILED RENDERINGS, EXHIBITS, OR SCALE MODELS.
- M. PREPARATION OF REPORTS.
- N. SERVICES RELATED TO REPLACEMENT OF ALL OR SUCH PARTS OF THE PROJECT AS MAY BE DAMAGED BY FIRE OR OTHER CAUSES DURING CONSTRUCTION AND/OR ASSISTING THE TOWN IN ARRANGING FOR THE CONTINUATION OF THE WORK SHOULD THE CONTRACTOR DEFAULT FOR ANY REASON, IF AUTHORIZED, IN WRITING, BY THE TOWN BOARD.
- O. FIELD STAKEOUTS FOR WORK PERFORMED BY TOWN EMPLOYEES.

- P. ADDITIONAL SERVICES IN CONNECTION WITH THE PROJECT NOT OTHERWISE PROVIDED FOR IN THIS AGREEMENT, WHEN AUTHORIZED, IN WRITING, BY THE TOWN BOARD.
- Q. DETAILED STAKEOUT LINES AND GRADES, AS NECESSARY, FOR PROPER CONSTRUCTION.
- R. FIELD CHECKING OF CONSTRUCTION PERFORMANCE BY DEVELOPERS WITHIN THE HIGHWAY RIGHT-OF-WAY FOR CONFORMANCE WITH TOWN REQUIREMENTS.
- S. ATTENDANCE AT SPECIAL TYPES OF HEARINGS OR MEETINGS, SUCH AS BUT NOT LIMITED TO CIVIC ASSOCIATIONS AND OTHER PUBLIC MEETINGS, OTHER REGULAR TOWN CONFERENCES OR MEETINGS.
- T. REVISION OF PREVIOUSLY PREPARED CONSTRUCTION CONTRACT DOCUMENTS AND/OR DRAWINGS.
- U. OBTAINING WRITTEN RELEASES FROM RESIDENTS FOR WORKING UPON, ALTERING, AND/OR IN ANY WAY AFFECTING THEIR PROPERTY.

SECTION IV

The Town

The TOWN agrees to provide the CONSULTANT, when requested, with complete information concerning the requirements of the project and to perform the following services:

- A. The TOWN shall provide legal access for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform such work and inspections in the development of the project.
- B. The TOWN shall give thorough consideration to all the CONSULTANT'S requests and proposals and shall inform the CONSULTANT of all decisions within a reasonable time.

- P. ADDITIONAL SERVICES IN CONNECTION WITH THE PROJECT NOT OTHERWISE PROVIDED FOR IN THIS AGREEMENT, WHEN AUTHORIZED, IN WRITING, BY THE TOWN BOARD.
- Q. DETAILED STAKEOUT LINES AND GRADES, AS NECESSARY, FOR PROPER CONSTRUCTION.
- R. FIELD CHECKING OF CONSTRUCTION PERFORMANCE BY DEVELOPERS WITHIN THE HIGHWAY RIGHT-OF-WAY FOR CONFORMANCE WITH TOWN REQUIREMENTS.
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- B. The TOWN shall give thorough consideration to all the CONSULTANT'S requests and proposals and shall inform the CONSULTANT of all decisions within a reasonable time.

- C. The TOWN shall hold all required public hearings and serve all required legal notices.

- D. The TOWN shall furnish all the necessary topographical and property line surveys required for design purposes unless the TOWN shall direct the CONSULTANT to obtain or perform such necessary surveys under the Optional Services provisions of the Agreement.

- E. The TOWN shall furnish the CONSULTANT with a copy of the design and construction standards, if any, and the CONSULTANT agrees to consider and incorporate same in his design. However, if the CONSULTANT, in his professional judgment, deems an alternate design to be more desirable, then the same may be incorporated in his design, provided he obtains the prior written approval of the Town Board.

SECTION V

Payments to the Consultant

- A. The TOWN shall pay the CONSULTANT for services performed under Section II-A (Preliminary Design Phase) as follows:

- 1. A Lump Sum Fee of \$_____.

or

- 2. A Fee on the basis of _____ times the wage rate cost with a mazimum amount of _____.

or

- 3. _____

- B. The TOWN shall pay the CONSULTANT for services performed under Section II-B (Design Phase) as follows:

- 4. A Lump Sum Fee of \$_____.

or

- 3. _____
- or
- _____ of
- 2. Fee on the basis of _____ times wage rate cost with a maximum amount
- or
- 1. A Lump Sum Fee of \$ _____

Section II-E (Study) as follows:

E. The TOWN shall pay the CONSULTANT for services performed under

- 3. _____
- or
- _____ maximum amount of
- 2. A Fee on the basis of _____ times the wage rate cost with a
- or
- 1. A Lump Sum Fee of \$ _____

performed under Section II-D (Construction Phase) of the Project as follows:

D. The TOWN shall pay the CONSULTANT a fee for professional services

- 3. _____
- or
- paid for engineering services, per construction contract.
- 1. payment for reimbursable expenses, but not more than \$2,500.00
- 2. A Fee on the basis of _____ times the wage rate cost plus direct
- or
- 1. A Lump Sum Fee of \$ _____

Section II-C (Bidding Phase) as follows:

C. The TOWN shall pay the CONSULTANT for services performed under

- 6. _____
- or
- _____ mazimum amount of
- 5. A Fee on the basis of _____ times the wage rate cost with a

The TOWN and the CONSULTANT agree, notwithstanding any other provision contained herein, that where the TOWN elects to use the multiple wage rate factor for of payment, that upon being instructed to undertake any of the Phases under this Agreement, the CONSULTANT shall submit to the Town Board for its approval a statement setting forth a maximum dollar amount for the said services to be provided by the CONSULTANT herein including, but not limited to those under Optional Services. CONSULTANT will be paid monthly for all services rendered on a multiple of wage rate basis

B.

be performed under an On-Call Contract.
 cost proposal request from the Commissioner of Public Works for services to "Request For Proposal" for projects which are classified as a Study, or in the Design, Design, Bidding and Construction Phase contracts; as outlined in the outlined in the "Request For Proposal" for projects involving Preliminary under Optional Services. Payments shall be made based upon the schedule provided by the CONSULTANT herein including, but not limited to those statement setting forth a maximum dollar amount for the said services to be the CONSULTANT shall submit to the Town Board for its approval a upon being instructed to undertake any of the Phases under this Agreement, that the if TOWN elects to use LUMP SUM as its method of payment, that CONSULTANT agree, nor withstanding any other provision contained herein,

A.

WHERE FEE IS BASED UPON A LUMP SUM: The TOWN and the

Schedule of Payments

SECTION VI

- 9. _____
or
_____ maximum amount of
- 8. A Fee on the basis of _____ times the wage rate cost with a
or
7. A Lump Sum Fee of \$ _____

Section II-F (On-Call Services) as follows:

F. The TOWN shall pay the CONSULTANT for services performed under

unless determined otherwise by the CONSULTANT and the Town Comptroller. In no event shall the maximum hourly rate, after the application of the multiplier, exceed _____.

- C. Under any payment method, the CONSULTANT agrees to supply with all payment requests:
1. A Consultant Claim summary report, outlining the status of the project budget, status of project completion, work performed in the claim period, and work anticipated to be performed in the next claim period.
 2. Time sheets for personnel working on the project, which shall be signed by the employee and approved by that employee's supervisor.
 3. In the case of multiple wage rate factor, the consultant shall also submit a tabulated report detailing the personnel claimed for the claim period, their title, hours claimed, and wage rate. This report must be certified by a designated representative of the CONSULTANT.
 4. Copies of all invoices for approved reimbursable costs, including, but not limited to, sub-contractor costs, sub-consultant costs, and supplies. No sales tax shall be reimbursed to the CONSULTANT. Copies of the Town's Tax-Exempt form can be provided upon request.

SECTION VII

Definitions & Requirements

- A. PROJECT CONSTRUCTION COST shall not include the CONSULTANT'S fee or that of other special consultants whose fee is paid by the TOWN, nor does it include the cost of land, right-of-way, or compensation for and/or damages to property unless this Agreement so specifies, nor does it include the TOWN'S legal, accounting, bonding or interest charges incurred in connection with the Project. It is further agreed that nothing contained in this definition shall be construed to entitle the CONSULTANT to a fee or additional fee where any of the provisions of this Agreement provide

otherwise, such as but not limited to the requirement that the CONSULTANT agrees without additional fee to redesign plans in order to award construction contracts within the authorized amount or where he designs plans for alternate items, the cost of which is not included in his Project construction cost estimate, or is not included in a construction contract under this Agreement.

- B. WAGE RATE: The wage rate shall mean the actual hourly rate paid to the employee engaged directly in the project by the CONSULTANT, including, but not limited to principals, engineers, resident representatives, surveyors, designers, draftsmen, specification writers, estimators, and administrative staff. The CONSULTANT further agrees that in the event that an employee provides services to the project for which the time is in excess of a normal 40-hour week, the Town will only reimburse the CONSULTANT for the employee's wage rate without the application of a multiplier.
- C. CERTIFIED LIST OF PAYROLL COST: Upon the signing of this Agreement, the CONSULTANT shall file with the Office of the Town Comptroller a certified list of all employees, including partners and principals, who may be engaged in any of the work under this Agreement in which the fee for a said service to be rendered the TOWN under any Phase or Optional Service is to be based on a multiple of payroll factor. Any changes in the said payroll list are to be certified and filed promptly with the Office of the Comptroller. The TOWN reserves the right to audit the CONSULTANT'S payroll records and all other financial records, and the CONSULTANT herein agrees to cooperate with the TOWN and to make said records available, upon reasonable notice of the request of the TOWN or the Town Comptroller.
- D. REIMBURSABLE SERVICES: The CONSULTANT shall be reimbursed for the actual cost to the CONSULTANT for any authorized services as approved by the TOWN or the TOWN'S representative as provided for in Section III (Optional Services), such as, but not limited to:
1. Furnishing of drawings and specifications in addition to those provided for in this Agreement.

2. Work of special consultants when required by the complex nature of the Project, provided that the special consultant has been authorized by the Town Board as a sub-consultant.

3. Aerial Photography or photographic reproductions.

4. Soil Borings and Investigations

E. RESIDENT REPRESENTATIVES: The CONSULTANT shall furnish and direct qualified Resident Representatives, and the cost will be paid for by the TOWN as provided for the schedule of payments to be filed by the CONSULTANT in connection with the services to be rendered under the Optional Services section of this Agreement.

The program for Resident Representatives is to be submitted by the CONSULTANT for the approval of the Commissioner before such services begin.

F. TERMINATION: Either party may terminate this Agreement hereto by giving a thirty-day (30-day) written notice to the other party of Notice of Cancellation. The CONSULTANT, shall be paid for services actually authorized and performed pursuant to the provisions of this Agreement up to the date of termination, including reimbursements then due unless the cancellation of the Agreement by the TOWN is due to the CONSULTANT'S failure to properly perform under the provisions of this Agreement.

G. ABANDONED OR SUSPENDED WORK: If any work performed by the CONSULTANT is abandoned or suspended, in whole or in part, by the TOWN without any fault of the CONSULTANT, then the CONSULTANT shall be paid for services which have been performed and approved pursuant to the provisions of this Agreement prior to the TOWN giving written notice to the CONSULTANT of such abandonment or suspension.

H. COMPLETION OF AUTHORIZED WORK: Any work authorized by the resolution and not completed nor abandoned nor suspended at the end of

this contract shall be completed under the terms and conditions of this contract (until the effective date of a new or renewed contract, if any).

- I. UNIT ITEMS OF WORK: Where a contract for construction employs the use of unit items of work, the CONSULTANT'S fee will be adjusted at the completion of work to account for the actual number of units used in the construction of Project and paid by the TOWN.

- J. IT IS UNDERSTOOD AND AGREED that this Agreement may be amended only in writing and that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.

- K. APPROVAL OR AUTHORIZATION: Whenever approval or authorization is required in this contract by the Town Board, such approval or authorization shall be deemed granted only upon the adoption of a resolution by the Town Board approving or authorizing same.

SECTION VIII

Additional Provisions

Any of the foregoing provisions to the contrary notwithstanding, the parties hereto agree as follows:

- A. That during the Design Phase, the CONSULTANT shall, in addition to performing the services enumerated in the "Design Phase," without limitation as therein prescribed, design and assume responsibility for the sufficiency and adequacy of the design, plans and specifications and assure the TOWN that the design, plans and specifications will accomplish the purpose intended by the TOWN.

In the event, however, that the CONSULTANT has, because of the existing state of knowledge within the profession, any reservations as to the sufficiency and adequacy of any aspect of the design to accomplish the

purpose intended by the TOWN for the Project, he shall submit for review by the Town Board his reservations, in writing, enumerating with specificity, the reservations and the reasons therefor. Upon review of said reservations, the Town Board may at its option either accept the reservation or request the CONSULTANT to redesign without additional cost to the TOWN.

- B. The CONSULTANT agrees, after the construction contract has been awarded, to keep the TOWN informed of any delays in the construction of Project and to notify the Commissioner of the Department of Public Works of the reasons for such delays prior to recommending to the TOWN that an extension of time for completion be granted.
- C. The CONSULTANT agrees, with regard to this Project, generally to assist the TOWN, upon request of the Town Attorney, in preparations associated with legal actions arising therefrom and to testify on behalf of the TOWN should the same be requested by the TOWN. The parties agree, in the event the aforesaid services are required, that the CONSULTANT'S principals will be compensated at the rates specified elsewhere in this Agreement.
- D. The parties agree that wherever it is provided in the Agreement to which this Rider is attached that the TOWN "approves," or words of like effect, that the approval contemplated by the parties is pro forma approval and that the TOWN does not intend by such approval to assume any of the CONSULTANT'S responsibility with regard to any Phase of the Project.
- E. The CONSULTANT agrees that the services which he may be required to perform under this Agreement can generally be categorized in Phases as follows:

Preliminary, Design, Bidding and Construction

It is understood and agreed by the CONSULTANT that in no event will the CONSULTANT commence work on any of the above Phases unless and until specifically directed to do so by a separate and distinct resolution by the Town Board.

- F. If, in the opinion of the CONSULTANT, any additions or changes of plans recommended or directed by the TOWN will increase the cost of the work beyond the amount agreed to by the TOWN after acceptance of the Preliminary Phase, then and in that event, the CONSULTANT shall not incorporate said changes in his design unless specifically authorized and directed to do so by resolution of the Town Board.

- G. The CONSULTANT agrees prior to commencing on the Bidding Phase of any contract to submit, in writing, to the Town Board for approval of the CONSULTANT'S final Project cost estimate.

- H. It is hereby agreed by and between the parties hereto that if the CONSULTANT'S final Project cost estimate or the bid price exceed the amount appropriated therefor as herein above specified in Paragraph "L," of Section I, then and in that event the TOWN reserves the right to direct the CONSULTANT to redesign the Project so that the Project will not exceed the aforesaid amount and the CONSULTANT agrees, if so directed, to redesign and he will do so at no additional cost to the TOWN.

- I. The parties hereto agree that the TOWN may, if it decides to undertake the Construction Phase of this Project regardless of anything to the contrary therefore set forth in this Agreement, at its sole option and discretion, perform said Phase using TOWN personnel and/or any other consultants and is not constrained to use the services of the other party to this Agreement beyond the Bid Phase. In the event, however, that the TOWN directs the CONSULTANT to perform these services, it is agreed that the fee for such services shall be set forth in Section V, "Payment," of this Agreement.

WHEREAS, Peggy Caltabiano, Village Administrator for the Incorporated Village of Massapequa Park, 151 Front Street, Massapequa Park, New York 11762, has requested the use of one (1) roll-off container for its "Breakfast in the Park" event, with said container to be delivered on June 24, 2016 and collected on June 27, 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 19, 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 Incorporated Village of Massapequa Park, without charge, as the "Breakfast in the Park" 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 and approved, and the Department of Public Works, is hereby authorized to provide one (1) roll-off container to the Incorporated Village of Massapequa Park, without charge, to be delivered on June 24, 2016 and collected on June 27, 2016, 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 aforescribed 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 aforescribed 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)
Highway

Received By
Office of Town Attorney
TMS

283

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

May 19, 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
Incorporated Village of Massapequa Park
151 Front Street, Massapequa Park, New York 11762

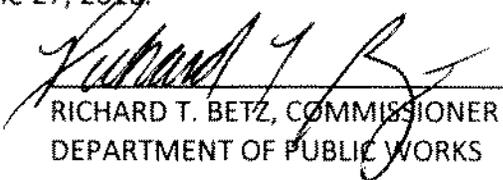
Attached please find a copy of a letter received in this office from Peggy Caltabiano, Village Administrator, requesting one roll off container for their Breakfast in the Park. The container will be placed on the end of Front Street at Brady Park on Friday, June 24, 2016 and will be collected on Monday, June 27, 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 Breakfast in the Park 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 Incorporated Village of Massapequa Park from Friday, June 24, 2016 through Monday, June 27, 2016.


JOHN T. COLLINS, DIVISION HEAD
DIVISION OF SANITATION


RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB:JTC:ew
Attachments
cc: Town Attorney (19 copies)
Robert McEvoy, Comptroller



Incorporated Village

of Massapequa Park

VILLAGE HALL, 151 FRONT STREET, MASSAPEQUA PARK, NEW YORK 11762-2794
WEBSITE: www.masspk.com

MAYOR

JEFFREY P. PRAVATO

DEPUTY MAYOR

TERESA SPINOSA

TRUSTEES

RICHARD BEGANDY

DANIEL PEARL

TINA SCHIAFFINO

CLERK/ADMINISTRATOR

PEGGY CALTABIANO

TREASURER

CHRISTOPHER R. BRIGGS

VILLAGE ATTORNEY

KEVIN M. WALSH

SUPT. OF PUBLIC WORKS

ROBERT MACRI

May 17, 2016

Mr. John T. Collins
Division Head, Division of Sanitation
Town of Oyster Bay DPW
150 Miller Place
Syosset, NY 11791

Dear John:

Enclosed is the Town of Oyster Bay Roll Off Containers application requesting the use of the containers for the Village of Massapequa Park's Breakfast in the Park for delivery on Friday, June 24th, 2016 and pick up on Monday, June 27th, 2016.

Also enclosed are the Hold Harmless Agreement, Certificate of Liability Insurance and Additional Insured Endorsement for this event.

Thank you for your continued assistance.

Very truly yours,


Peggy Caltabiano
Village Administrator

Enclosures

cc: Eileen Walsh, TOB
Nicole Morton, Salerno

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: INCORPORATED VILLAGE OF MASSAPEQUA PARK

Billing Address: 151 FRONT STREET, MASSAPEQUA PARK, NY 11762

Phone Number (Days): 516 798 0244

Number of Containers Requested: 1

Address Where Container(s) Would Be Placed: END OF FRONT STREET (BRADY PARK)

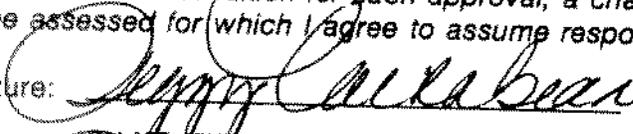
1000 LAKESHORE DRIVE, MASSAPEQUA PARK

Dates Container(s) Needed: From FRIDAY 6/24/2016 To MONDAY 6/27/2016

Describe The Event For Which Container(s) Is/Are Requested: BREAKFAST IN THE PARK

Will The Event For Which The Container(s) Is/Are Requested Involve Fundraising Or Is It Intended To Be Profit-Making? NO

I understand that this application is subject to the approval of the Town Board of the Town of Oyster Bay and that as a condition for such approval, a charge of \$ 250.00 for each container load dumped may be assessed for which I agree to assume responsibility.

Signature:  Date: MAY 13, 2016

Title: VILLAGE ADMINISTRATOR

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 _____ NO 

To Be Completed By Scale House:

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

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

This Agreement is made this 15TH day of MAY 2016, by THE VILLAGE OF MASSAPEQUA PARK (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as ROLL OFF CONTAINERS

for the event described as BREAKFAST IN THE PARK
The property/equipment is needed from FRIDAY, 6/24/2016 to MONDAY 6/27/2016
The event for which the property and/or equipment is requested () is () is not a profit making event.

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

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

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

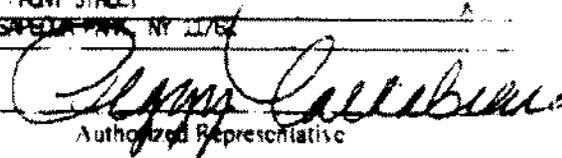
Name of Organization

VILLAGE OF MASSAPEQUA PARK

Address of Organization

151 FRONT STREET
MASSAPEQUA PARK, NY 11762

By:

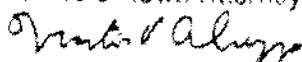


Authorized Representative

Title: VILLAGE ADMINISTRATOR

Telephone Number: 516 798-0244

Reviewed By
Office of Town Attorney





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2016

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791	CONTACT Nicole Morton Phone: (516) 364-4044 Fax: (516) 764-1801 E-Mail: nmorton@galer.no
INSURED Twp. Village of Massapequa Park 251 Front Street Massapequa Park NY 11752	NUMBERS AFFORDING COVERAGE NUMBER 1: U.S. Specialty Insurance Corps NUMBER 2: Merchants Mutual Insurance NUMBER 3: PERA (Public Employees Risk) 12250 NUMBER 4: NUMBER 5:

COVERAGES

CERTIFICATE NUMBER: 11-17 Liability REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADD. COVER. (YES/NO)	POLICY NUMBER	POLICY PERIOD (START/END)	REVISION NUMBER	LIMITS
A. COMMERCIAL GENERAL LIABILITY CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER POLICY: <input checked="" type="checkbox"/> PER POLICY <input type="checkbox"/> PER OCC. <input type="checkbox"/> LOC. OTHER:	X	02K00492808	6/1/2016	6/1/2017	EACH OCCURRENCE: 1,000,000 AGGREGATE PER POLICY: 1,000,000 MED. EXP. (Any one person): 3,000 PERSONAL & ADV. INJURY: 1,000,000 GENERAL AGGREGATE: 3,000,000 PRODUCTS - COMP. AGG: 3,000,000
A. AUTOMOBILE LIABILITY ANY AUTO: <input checked="" type="checkbox"/> ALL OWNED AUTOS: <input type="checkbox"/> SCHEDULED AUTOS: <input type="checkbox"/> NON-OWNED AUTOS: <input type="checkbox"/> HYBRID AUTOS: <input type="checkbox"/>	X	02K00492808	6/1/2016	6/1/2017	Employee Benefits: 1,000,000 UNEMPLOYED BENEFIT (Per person): 1,000,000 BODILY INJURY (Per person): 1,000,000 PROPERTY DAMAGE (Per accident): 1,000,000
B. UMBRELLA LIABILITY EXCESS LIMIT: 10,000,000 RETENTION: 10,000	X	02K00492808	6/1/2016	6/1/2017	EACH OCCURRENCE: 10,000,000 AGGREGATE: 10,000,000
C. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> DESCRIPTION OF OPERATIONS: none	N/A	02K00492808	6/1/2016	6/1/2017	PER POLICY: 10,000,000 E. EACH ACCIDENT: 10,000,000 F. DISEASE - EA EMPLOYEE: 10,000,000 G. DISEASE - POLICY LIMIT: 10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be checked if more space is required)
The Certificate Holder is included as Additional Insured for General Liability as respects Village use of (1) Town Roll Off Container for Breakfast in the Park. Dates of Usage: Friday, 6/24/16 to Monday, 6/27/16. Location: Brady Park, Front Street, Massapequa Park. Additional Insured Endorsement attached.

CERTIFICATE HOLDER Town of Oyster Bay DPM, Division of Sanitation 150 Miller Place Syosset, NY 11791	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nicole Morton/ALEX <i>Nicole L. Morton</i>
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Reviewed By
Office of Town Attorney
Walter K. Alving

U.S. SPECIALTY INSURANCE COMPANY

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO	DAY	YR	2:01 A.M.	NOON		
CPK000120208	08	01	2016	X		INC VILLAGE OF MASSAPEQUA PARK	901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM - PUBLIC ENTITY

SCHEDULE

Name of Person or Organization:

Town of Oyster Bay
DPW, Division of Sanitation
150 Miller Place
Syosset, NY 11791

RE: Village use of (1) Town Roll Off Container for Breakfast in the Park. Dates of Usage: Friday, 5/24/16 to Monday, 5/27/16. Location: Brady Park, Front Street, Massapequa Park.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Ann M. Casper

AUTHORIZED REPRESENTATIVE

5/18/16

DATE

Reviewed By
Office of Town Attorney
Mark A. Albany

WHEREAS, Resolution No. 739-2015, adopted on December 15, 2015, authorized David Swift Architect, LLC, to provide on-call engineering services, in connection with Contract No. PWC 22-16, On-Call Engineering Services Relative to Civil Engineering; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memoranda dated May 19, 2016 request Town Board approval that David Swift Architect, LLC, be authorized under Contract No. PWC 22-16, On-Call Engineering Services Relative to Architecture to perform work, in an amount not to exceed \$33,940.00, such services to be performed to include the design and bidding of the Oyster Bay Golf Course Central Vehicle Maintenance Building Roof Reconstruction Project in Woodbury, and further request that the Comptroller issue an encumbrance order in an amount of \$33,940.00, with funds available in Account No. PKS H 7197 20000 000 1209 001.

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, David Swift Architect, LLC, is hereby authorized to proceed with the abovestated Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$33,940.00 for Contract No. PWC 22-16, with funds to be drawn from Account No. PKS H 7197 20000 000 1209 001.

-#-

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

Supervisor 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
Parks

Reviewed By
Office of Town Attorney


22 284

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 19, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE RICHARD T. BETZ
DEPUTY COMMISSIONER COMMISSIONER
DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC22-16
ON-CALL ARCHITECTURAL SERVICES
ACCOUNT NO.: PKS H7197 20000 000 1209 001
PROJECT ID NO. 1209TWNA -23

The consultant, David Swift Architect, LLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC22-16 by Resolution No. 739-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Parks, David Swift Architect, LLC has submitted a letter dated March 18, 2016 regarding the scope of work to be performed in an amount not to exceed \$33,940.00. Services to be performed include the design and bidding of the Oyster Bay Golf Course Central Vehicle Maintenance Building Roof Reconstruction Contract. At such time that the Town proceeds with the construction of this project, the Department of Public Works will submit a separate engineering services funding authorization for construction management.

Attached is an availability of funds in the amount of \$33,940.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS H7197 20000 000 1209 001.

It is hereby requested that the Town Board authorize by Resolution David Swift Architect, LLC under Contract No. PWC22-16, On-Call Engineering Services Relative to Architecture and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

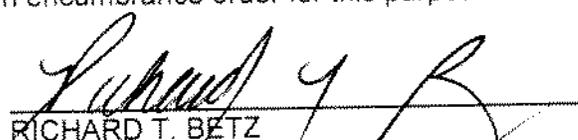


ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/BK/dm

Attachment

cc: Office of the Town Attorney (w/19 copies)
Robert J. McEvoy, Comptroller
Kathy Stefanich, Administrative Division/DPW
Frank Nocerino, Commissioner/Parks



RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

PWC22-16 DOCKET 33940 DAVID SWIFT

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

May 19, 2016

To: ROBERT S. DARIENZO, DIRECTOR OF FINANCE

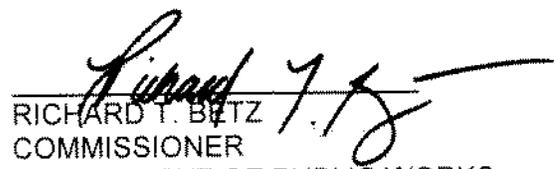
From: ELIZABETH L. MACCARONE RICHARD T. BETZ
DEPUTY COMMISSIONER COMMISSIONER
DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF PUBLIC WORKS

Subject: REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO PWC 22-16
DAVID SWIFT ARCHITECT, LLC
ARCHITECTURE

Attached please find the original On-Call Consultant Service/Requirements Contract Request for Availability of Funds and Town of Oyster Bay Work Order signed by both the requesting department and the Commissioner of Public Works.

If there are any questions, please contact Diane Marx at ext. 5779.


ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm
Attachments

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 16, 2016

TO : FRANK NOCERINO, COMMISSIONER, DEPARTMENT OF PARKS

FROM: ELIZABETH L. MACCARONE RICHARD T. BETZ
DEPUTY COMMISSIONER COMMISSIONER
DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC22-16
ON-CALL ARCHITECTURAL SERVICES
DAVID SWIFT ARCHITECT, LLC.

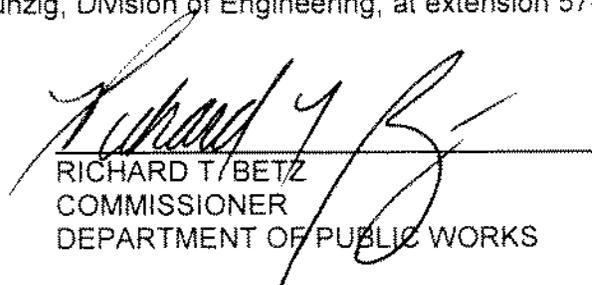
The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$33,940.00.

Funds are required for the design and bidding of the Oyster Bay Golf Course Central Vehicle Maintenance Building Roof Reconstruction Project, as per the attached letter from David Swift Architect, LLC, dated March 18, 2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$33,940.00 and Resolution No. 739-2015 authorizing David Swift Architect, LLC for on-call services.

If you have any questions, please contact Brian Kunzig, Division of Engineering, at extension 5741.


ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

VERIFIED:


DIANE I. MARX
ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR:BK:dm
Attachments

C: Kathleen Stefanich, Administration/DPW

PWC22-16 AVAIL 33940 DAVID SWIFT



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



Requesting Division/Department _____

Parks

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

Contract Number _____ PWC22-16

Contract Period _____ January 1, 2016 through December 31, 2017

Consultant/Contractor _____ David Swift Architect, LLC

Discipline _____ Architecture

Total Authorization _____ \$ 33,940.00 DIT

Resolution No. _____ 739-2015 Date _____ 12/15/2015 DIT

Funded To Date _____ \$ 0.00 DIT

Amount Requested _____ \$33,940.00

Account To Be Used _____ PKS H7197 20000 000 1209 001 - 1209 TWNA - 23

If Capital Account, State The Related Contract Number: _____

Description Of Work

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

Funds are required for the design and bidding of the Oyster Bay Golf Course

Central Vehicle Maintenance Building Roof Reconstruction Project

Work To Be Completed In Contract Period: Yes No

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

Required Insurances Are In Effect: Yes No

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

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

Amount of Bond \$ _____

Requesting Division/Department

DPW Approval

Only To Be Executed By The Commissioner

Signature _____

Signature _____

Title DEPUTY COMMISSIONER PARKS

Title Commissioner of Public Works

Date 5-18-2016

Date 5/18/16

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 33,940.00

Unencumbered Balance 454,431.58

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

Signature _____

Date 5/20/16



TOWN OF OYSTER BAY



WORK ORDER

This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2016

Contract No. PWC22-16

Contract End 12/31/2017

Commencement Date _____

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

Vendor Name and Address

David Swift Architect, LLC

P.O. BOX 725

Northport, NY 11768

Requesting Town Department Parks

Contact Brian Kunzig Phone 677-5741

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

Funds are required for the design and bidding of the Oyster Bay Golf Course

Central Vehicle Maintenance Building Roof Reconstruction Project.

This work order shall not exceed \$ 33,940.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title DEPUTY COMMISSIONER - PARKS

Commissioner of Public Works

Date 5-18-2016

Date 5/18/16

Meeting of December 15, 2015

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, have requested that Angelo Francis Corva & Associates, Architects, Douglas A. Wilke, Architects & Engineers, LiRo Engineers, Inc., Nassau Suffolk Engineering & Architecture, PLLC, Lucchesi Engineering, PC, David Swift Architect, LLC, John A. Grillo Architect, PC and BBS Architects, Landscape Architects & Engineers, P.C., be authorized to provide on-call engineering services in connection with Contract No. PWC 22-16 On-Call Engineering Services Relative to Architecture, for a two-year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, the abovementioned firms have an open-ended service Agreement with the Town under which the services will be provided,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, Angelo Francis Corva & Associates, Architects, Douglas A. Wilke, Architects & Engineers, LiRo Engineers, Inc., Nassau Suffolk Engineering & Architecture, PLLC, Lucchesi Engineering, PC, David Swift Architect, LLC, John A. Grillo Architect, PC and BBS Architects, Landscape Architects & Engineers, P.C., are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC 22-16, On-Call Engineering Services Relative to Architecture, for a two-year contract term, from January 1, 2016 through December 31, 2017; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreements with the Town, upon presentation of a duly certified claim, after audit.

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

Supervisor 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

MA
Reviewed By
Office of Town Attorney
Monica d'Alagna



David Swift Architect, LLC

P.O. Box 725
Northport, NY 11768

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

March 8, 2016
Revised March 18, 2016

Commissioner Richard T. Betz,
Town of Oyster Bay
Department of Public Works
150 Miller Place, Syosset, NY 11791

Attention: Matthew Russo, P.E.
Division of Engineering

Reference: Proposal for Engineering Services relative to Architecture
for:
Preparation of Construction Documents, Assistance with Public Bidding Process and
Administration Services during Construction
For Central Vehicle Maintenance Building Roof Reconstruction
Town of Oyster Bay Golf Course, Woodbury, NY
On-Call Engineering Services relative to Architecture - Contract No.: PWC22-16

Dear Commissioner Betz:

We are pleased to submit our proposal for the following scope of work:

Scope of Work:

All services will be provided in accordance with our Agreement for On-Call Engineering Services
Relative to Architecture.

Design Phase:

Provide Construction Documents for public bidding with all necessary information to repair all
structural damage, repair the roof envelope and provide new asphalt shingle roofing to the entire
CVM Building.

Sampling and Testing for ACM and Lead Paint:

We shall include the services of a specialist sub-consultant to take samples of materials, within the
specific work areas. Samples will be tested for the presence of asbestos containing material and
lead. Construction documents will include specifications for abatement. Air monitoring during
construction, if required, will be performed by the Town's specialist contractor, independent from
this contract.

Bidding Phase:

Provide multiple sets of the construction drawings and specifications, including the Town's Project
Manual, Bid Form and Contract Format.

Conduct a pre-bid meeting and walk-through with prospective bidders and Town Representatives.

Answer bidder's questions and issue addenda if necessary.

Review received bids and make recommendations for award of contract

Commissioner Richard T. Betz,
Town of Oyster Bay
Department of Public Works
Proposal for Engineering Services relative to Architecture
Preparation of Construction Documents, Assistance with Public Bidding Process and
Administration Services during Construction at
CVM Building Roof, Town of Oyster Bay Golf Course, Woodbury, NY
On-Call Engineering Services relative to Architecture - Contract No.: PWC22-16

March 8, 2016
Revised March 18, 2016

Construction Phase:

Conform required copies of the contract and bid documents
Provide necessary copies of the construction contract documents for use by the contractor.
Act as the Town's representative during construction:

- Issue instructions to the contractor
- Maintain daily log of work performed and contractor personnel on site
- Prepare written change orders as required
- Make periodic site visits to observe work in progress as required throughout construction
- Disapprove contractor's work that fails to conform with the contract documents
- Hold periodic meetings with the contractor, record and distribute minutes
- Notify utility and government agencies when work is to commence
- Prepare supplementary sketches as necessary to address actual field conditions encountered
- Review shop drawings and submittals
- Review laboratory reports, mill and shop tests of materials and equipment
- Establish set-out points in the field from which contractor can accurately lay out his work.
- Review contractor's labor affidavits and applications for payment.
- Provide Engineer's Approval Certification Form, based on our on-site observations and experience and certify that the work has progressed as indicated and certify that the amount approved for the contractor is fair and reasonable and in accordance with the terms of the contractor's contract
- Prepare periodic punch lists of work to be corrected or completed.
- Conduct a final inspection, with a representative of the Town, to insure that all work has been completed in accordance with the contract documents. Provide final approval of work and payment in writing to The Town
- Submit a written report of the completed project to the Town
- Re-inspect the project during the warranty period and prepare a written report listing discrepancies between guarantees and performance.

Proposed Fee and Man-Hour Breakdown:

<u>Design Phase:</u>	<u>\$28,240.00</u>	✓
David Swift, Principal Architect: 40 hours x \$175.00 per hr	=	\$7,000.00
Senior Staff Architect 100 hours x \$120.00 per hr.	=	\$12,000.00
CAD Drafting 80 hours x \$75.00 per hr.	=	\$6,000.00
Sampling and Testing 24 hours x \$135.00 per hr.	=	\$3,240.00

Commissioner Richard T. Betz,
Town of Oyster Bay
Department of Public Works
Proposal for Engineering Services relative to Architecture
Preparation of Construction Documents, Assistance with Public Bidding Process and
Administration Services during Construction at
CVM Building Roof, Town of Oyster Bay Golf Course, Woodbury, NY
On-Call Engineering Services relative to Architecture - Contract No.: PWC22-16

March 8, 2016
Revised March 18, 2016

<u>Bidding Phase:</u>	<u>\$5,700.00</u>	✓
David Swift, Principal Architect: 24 hours x \$175.00 per hr	=	\$4,200.00
Documents for Bidding	=	\$1,500.00
<u>Construction Phase:</u>	<u>\$25,400.00</u>	
David Swift, Principal Architect: 56 hours x \$175.00 per hr	=	\$9,800.00
Senior Staff Architect 120 hours x \$120.00 per hr.	=	\$14,400.00
CAD Drafting 16 hours x \$75.00 per hr.	=	\$1,200.00
<u>Total Fee:</u>	<u>\$59,340.00</u>	

Please let me know if you have any questions or require any additional information.

Thank you

Very truly yours



David Swift, R.A., LEED AP

cc. Brian Kunzig, DPW Engineering

Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Gail Parainfo, Director of the Division of Employment and Training, Department of Intergovernmental Affairs, by memorandum dated May 23, 2016, have requested Town Board authorization for the Supervisor to enter into a contract with the Board of Cooperative Educational Services of Nassau County (BOCES), under the Workforce Innovation and Opportunity Act for the delivery of youth employment and training services, for the period from June 1, 2016 through June 30, 2017 in a total amount of \$35,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as set forth hereinabove is accepted and approved, and the Supervisor is hereby authorized to enter into a contract with BOCES, under the Workforce Innovation and Opportunity Act for the delivery of youth employment and training services, for the period from June 1, 2016 through June 30, 2017, in a total amount of \$35,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. IGA CD 6293 48050 000 CW15.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

285
TOWN OF OYSTER BAY

Inter-Departmental Memo

May 23, 2016

TO: MEMORANDUM DOCKET

FROM: GAIL PARANINFO, DIRECTOR
EMPLOYMENT AND TRAINING

THROUGH: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

SUBJECT: YOUTH PROGRAM CONTRACT UNDER THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Resolution No. 178-2016 dated April 5, 2016 authorized publication of a legal notice in Newsday in connection with a Request for Proposals for the delivery of youth employment and training services within the period of June 1, 2016 through June 30, 2017 for in-school youth aged 17-21.

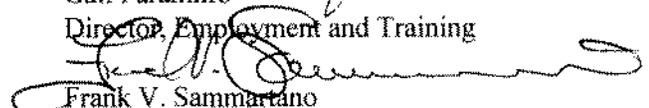
On April 27, 2016, the Division of Employment and Training had received four (4) responses which were reviewed and evaluated by the Youth Proposal Review Committee and subsequently by the full Workforce Development Board based on the technical merits of the responses. The Deputy Commissioner of Intergovernmental Affairs, after review of the Committee's and Board's preliminary recommendations concurred with their decision in selecting the Board of Cooperative Educational Services of Nassau County (BOCES) which is recommended for funding with a contractual start date of June 10, 2016 and end date of June 30, 2017 as listed below. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy.

<u>Applicant</u>	<u>Grant Award</u>
Board of Cooperative Educational Services of Nassau County	\$35,000

Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor to sign the subject contract, which has already been approved for signature under separate cover by the Office of the Town Attorney. Additionally, attached please find the required insurance coverage also approved through the Office of the Town Attorney. This is an eligible WIOA expense and is of no cost to the Town. Funds for this purpose are available in account IGA CD 6293 48050 000 CW15.

Thank you for your attention to this matter.


Gail Paraninfo
Director, Employment and Training


Frank V. Sammartano
Deputy Commissioner

FVS: GP
cc: Town Attorney (w/19 copies)
Attachments

Meeting of April 5, 2016

WHEREAS, Frank V. Sammartano, Deputy Commissioner, and Gail Parainfo, Director of Employment and Training of the Department of Intergovernmental Affairs, by memorandum dated March 17, 2016, request that the Town Board authorize and direct the Town Clerk to publish a Public Notice in a newspaper of general circulation no later than March 28, 2016 with regard to a Request for Proposals for the delivery of youth employment and training services for in-school youth aged 17-21 for the period from June 1, 2016 through June 30, 2017 under the Workforce Innovation and Opportunity Act, which is an eligible cost and, therefore, of no cost to the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the Town Clerk is hereby authorized and directed to publish a Public Notice of a Request for Proposals under the Workforce Innovation and Opportunity Act, for the above period and purpose, in a newspaper of general circulation no later than March 28, 2016 and same is hereby ratified and approved; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. IGA CD 6293 48240 000 CW15, or any other appropriate account.


Reviewed By
Office of Town Attorney
Mark V. Calappa

WHEREAS, General Municipal Law, Section 104-b, requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of General Municipal Law, Section 103, or any other law; and

WHEREAS, the Town of Oyster Bay, both by Ordinance and by departmental policies and procedures, has a long established framework for the procurement of goods and services; and

WHEREAS, it is desirable to have said policies and procedures embodied in one document; and

WHEREAS, comments have been solicited from those officers of the Town involved with procurement; and

WHEREAS, the Procurement Policies and Procedures of the Town of Oyster Bay were most recently adopted by the Town Board on August 12, 2014, by Resolution No. 531-2014; and

WHEREAS, it is the practice of the Town Board to review the procurement policies and procedures from time to time as the Town Board deems appropriate or necessary, and New York State General Municipal Law Section 104b(4), requires every municipality to annually review its procurement policies and procedures,

NOW, THEREFORE, BE IT RESOLVED, That the Town of Oyster Bay does hereby adopt the following procurement policies and procedures:

Guideline 1. Every prospective purchase of supplies or equipment, every public work and service contract, and every equipment lease shall be evaluated to determine the applicability of General Municipal Law, Sections 103 and 104(b), and the herein procurement policy. The Department of General Services, Division of Purchasing (hereinafter referred to as "Purchaser") shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2. All purchases of supplies or equipment which will exceed \$20,000.00 in the fiscal year, and public work and service contracts over \$35,000.00, shall be formally bid pursuant to General Municipal Law, Section 103.

Guideline 3(a). All estimated purchases of supplies or equipment:

- of \$10,000.00 or more, up to and including \$20,000.00, require quotations from at least three (3) vendors.
- of \$3,500.00 or more, but less than \$10,000.00, require quotations from at least two (2) vendors.
- of less than \$3,500.00 require a quotation from at least one (1) vendor.

John A. ...
Reviewed By
Office of Town Attorney

consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the commissioner, director or supervisor, an analysis should be made of lease versus purchase alternatives and any other analysis to determine the most economical approach.

Guideline 9. No employee, officer or agent of the Town of Oyster Bay shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award;
2. His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, half-brother, or half-sister;
3. His/her partner; or
4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Guideline 10. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against solicitations must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to Purchasing Agent or the Commissioner of the Department of General Services. The Purchasing Agent or the Commissioner of the Department of General Services may, at his/her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

Guideline 11. These policies and procedures shall be reviewed from time to time as the Town Board deems appropriate or necessary, and shall be reviewed at least annually by the Town Board. In addition, from time to time, upon request of the Town Board, each Department shall provide, in writing, a summary accounting of the essential activity arising out of these policies and procedures.

Guideline 12. In accordance with the requirements of General Municipal Law Section 104-b(2)(5), the following individual is responsible for the purchase of goods and services:

Eric Tuman - Commissioner, Department of General Services

Insofar as these policies and procedures are inconsistent with any existing Town policy or procedure, the provisions of this Resolution shall be controlling.

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	Absent
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
General Services

CERTIFICATE OF LIABILITY INSURANCE

06/11/2015

PRODUCER
 NEW YORK SCHOOLS INSURANCE RECIPROCAL
 333 Earle Livingston Blvd.
 Uniondale NY, 11553

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Nassau BOCES
 71 Clinton Road PO Box 9195
 Garden City, NY 11530-9195

INSURER A: NEW YORK SCHOOLS INSURANCE RECIPROCAL
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SSPBNA001	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000
	FIRE DAMAGE (Any one fire) \$ 1,000,000				
	MED EXP (Any one person) \$ 10,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ UNLIMITED				
	PRODUCTS - COMP/OP AGG \$ 1,000,000				
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____					COMBINED SINGLE LIMIT (Ea. Accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> NON-OWNED AUTOS					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ECLBNA001	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 25,000,000
	AGGREGATE \$ UNLIMITED				
	\$				
SCHOOL BOARD LIABILITY <input type="checkbox"/> _____ <input type="checkbox"/> _____					OCCURRENCE \$
					AGGREGATE \$
					DEDUCTIBLE \$
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named Additional Insured only as respects the WIA Program during the 2015 - 2016 school year.

Reviewed By
 Office of Town Attorney

<p>CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED</p> <p>Town of Oyster Bay Town Hall South Division of Employment and Training 977 Hicksville Road Massapequa, NY 11758</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES</p> <p>AUTHORIZED REPRESENTATIVE </p>
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The New York Schools Insurance Reciprocal
333 Earle Ovington Blvd. • Uniondale NY, 11553 • (516) 227 3355 • (800) 476-9747 • Fax: (516) 227-2352

Named Insured Nassau BOCES		Endorsement Number I
Policy Number SSPBNA001	Policy Period 07/01/2015 - 07/01/2016	Effective Date of Endorsement 07/01/2015
Issued by (Name of Insurance Company) NEW YORK SCHOOLS INSURANCE RECIPROCAL		

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

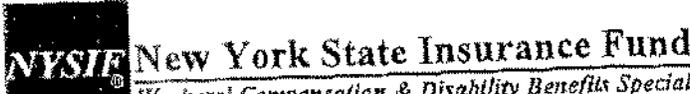
Form CG2026 has been amended to include the following as Additional Insured:

Town of Oyster Bay
Town Hall South
Division of Employment and Training
977 Hicksville Road
Massapequa, NY 11758

As respects to the WIA Program during the 2015 - 2016 school year.

All other terms and conditions to remain the same.

Authorized Representative



Workers' Compensation & Disability Benefits Specialists Since 1914
8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 112136917

BD OF CO-OP ED SVCES NASSAU COUNTY
% PATRICIA HINES, PERSONNEL CLERK
71 CLINTON ROAD, P.O. BOX 9195
GARDEN CITY NY 115309195

POLICYHOLDER
BD OF CO-OP ED SVCES NASSAU COUNTY
% PATRICIA HINES, PERSONNEL CLERK
71 CLINTON ROAD, P.O. BOX 9195
GARDEN CITY NY 115309195

CERTIFICATE HOLDER
TOWN OF OYSTER BAY
DIVISION OF EMPLOYMENT & TRAINING
977 HICKSVILLE ROAD
MASSAPEQUA NY 11758

POLICY NUMBER H 413 516-6	CERTIFICATE NUMBER 869228	PERIOD COVERED BY THIS CERTIFICATE 07/01/2015 TO 07/01/2016	DATE 6/30/2015
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 413 516-6 UNTIL 07/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 07/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 675-5790
VALIDATION NUMBER: 1016776954

7MS
Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Gail Paraninfo, Director of the Division of Employment and Training, Department of Intergovernmental Affairs, by memorandum dated May 23, 2016, request Town Board authorization to renew Professional and General Liability Insurance for the staff located at its Town Hall South facility and for said Division's members of the Workforce Investment Board, with the General Insurance Company of America, through the Salerno Brokerage Corp., 117 Oak Drive, Syosset, New York 11791, in the respective amounts of \$3,583.00 and \$17,054.00, for a total amount of \$20,637.00, nunc pro tunc from 12:01 a.m. of May 1, 2016 to 12:01 a.m. of May 1, 2017; and

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

NOW, THEREFORE, BE IT RESOLVED, That the hereinabove request is approved and accepted, and the Department of Intergovernmental Affairs is hereby authorized to renew the abovementioned Professional and General Liability Insurance policies, nunc pro tunc from 12:01 a.m. of May 1, 2016 to 12:01 a.m. of May 1, 2017, in the respective amounts of \$3,583.00 and \$17,054.00, for a total in the amount of \$20,637.00; and be it further

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

RESOLVED, That funds in the amount of \$11,700.17 are to be drawn from Account No. IGA CD 6293 43000 000 CW15 and funds in the amount of \$8,936.83 are to be drawn from Account No. IGA CD 6293 47900 000 CW15, for said payments.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

17 2504

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

May 23, 2016

TO: MEMORANDUM DOCKET

FROM: GAIL PARANINFO, DIRECTOR
EMPLOYMENT & TRAINING

THROUGH: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

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

The Department of Intergovernmental Affairs' Division of Employment and Training had received authorization by Town Board Resolution No. 408-2015 dated July 21, 2015 to secure Professional and General Liability Insurance through Salerno Brokerage Corp. with the General Insurance Company of America. The coverage was for the period beginning 12:01a.m. of May 1, 2015 through 12:01a.m. of May 1, 2016. Authorization is requested to renew this insurance coverage for the period of 12:01a.m. of May 1, 2016 through 12:01a.m. of May 1, 2017.

Salerno Brokerage Corp. made a good faith effort to solicit quotes in this regard, as four (4) businesses were contacted. Documentation regarding the attempt to obtain quotes was forwarded to the Office of the Town Attorney to ensure that proper procurement measures were taken in reference to the selection process and in accordance with Guideline 7 of the Town's Procurement Policy, adopted by Town Board Resolution No. 329-2015, dated May 26, 2015. As noted in the attached Inter-Departmental Memo, dated May 17, 2016, the Office of the Town Attorney has determined that the procurement process followed was in compliance with said Procurement Policy. Salerno Brokerage Corp. received the following quote for the continuation of coverage for the WIOA Program:

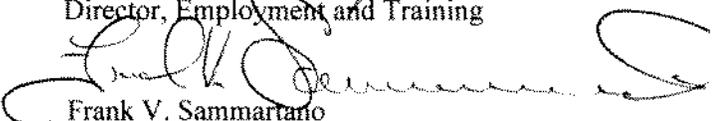
General Insurance Company of America	\$17,054.00 (General Liability)
	\$3,583.00 (Professional Liability)

General Insurance Company of America was the sole respondent as the other three (3) insurance companies were not considered a market for this type of workforce program, and, thus, did not respond. Consequently, General Insurance Company will be assigned to issue the required insurance coverage.

It is respectfully requested that the Town Board authorize the renewal of the Professional and General Liability Insurance, nunc pro tunc, effective 12:01a.m. of May 1, 2016 with Salerno Brokerage Corp. using the General Insurance Company of America. This is a WIOA expense and, therefore, of no cost to the Town. Funds for this purpose are available in account IGA CD 6293 43000 000 CW15 (\$11,700.17 apportioned) and IGA CD 6293 47900 000 CW15 (\$8,936.83 apportioned).

Thank you for your attention to this matter.


Gail Paraninfo
Director, Employment and Training


Frank V. Sammartano
Deputy Commissioner

FVS:GP
cc: Town Attorney w/19 copies
Attachments



Meeting of July 21, 2015

Resolution No. 408-2015

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Gail Paraninfo, Director of the Division of Employment and Training, Department of Intergovernmental Affairs, by memorandum dated July 6, 2015, request Town Board authorization to renew Professional and General Liability Insurance for the staff located at its Town Hall South facility and for said Division's members of the Workforce Investment Board, with the General Insurance Company of America, through the Salerno Brokerage Corp., 117 Oak Drive, Syosset, New York 11791, in the respective amounts of \$3,697.00 and \$16,676.00, for a total amount of \$20,373.00, nunc pro tunc from May 1, 2015 to May 1, 2016; and

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

NOW, THEREFORE, BE IT RESOLVED, That the hereinabove request is approved and accepted, and the Department of Intergovernmental Affairs is hereby authorized to renew the abovementioned Professional and General Liability Insurance policies, nunc pro tunc from May 1, 2015 to May 1, 2016, in the respective amounts of \$3,697.00 and \$16,676.00, for a total in the amount of \$20,373.00; and be it further

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

RESOLVED, That the funds for said payment are to be drawn from Account No. IGA CD 6293 43000 CW14, 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	Absent
Councilman Coschignano	Absent
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

Reviewed By
Office of Town Attorney
Mark H. Almy

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

May 11, 2016

TO: THOMAS SABELLICO, DEPUTY TOWN ATTORNEY

FROM: GAIL PARANINFO, DIRECTOR
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS,
DIVISION OF EMPLOYMENT AND TRAINING

SUBJECT: BIDDING PROCESS COMPLIANCE

The Department of Intergovernmental Affairs' Division of Employment and Training is required to retain Professional and General Liability Insurance for the Town Hall South facility, as well as Directors and Officers Liability Insurance for the members of the Workforce Development Board (WDB). This insurance coverage is for the period of May 1, 2016 through May 1, 2017.

In respect to the procurement for this service, Salerno Brokerage Corp. solicited bids from four (4) companies which exceeds the required three (3) solicitations as prescribed in the Town's procurement policy. As per the attached letter received from Salerno Brokerage Corp., the market for this type of service is limited, and, thus, only one (1) bid was received. Therefore, it is requested that a decision be forwarded to this office regarding Salerno's compliance with the Town of Oyster Bay's procurement policy.

Thank you for your assistance in this matter. Please feel free to contact me at (516) 797-4566, if you require additional information.


Gail Paraninfo, Director
Employment and Training

Attachment

Town of Oyster Bay
Inter-Departmental Memo

TO : Frank V. Sammartano, Deputy Commissioner
Department of Intergovernmental Affairs
Attention: Gail Parainfo, Division of Employment and Training

FROM : OFFICE OF THE TOWN ATTORNEY

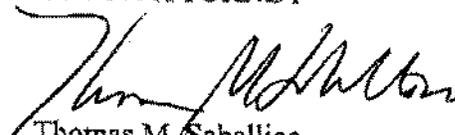
DATE : May 17, 2016

SUBJECT: Professional and General Liability Insurance – Workforce
Development Board

The Office of the Town Attorney has reviewed your memorandum dated May 11, 2016, together with attached information, regarding your Department's efforts to obtain the required number of proposals for "Professional and General Liability Insurance."

In accordance with Guideline 7 of the Town's Procurement Policy, this memorandum shall serve as our office's determination that the Department of Intergovernmental Affairs has complied with the Procurement Policy.

LEONARD GENOVA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st

WHEREAS, General Municipal Law, Section 104-b, requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of General Municipal Law, Section 103, or any other law; and

WHEREAS, the Town of Oyster Bay, both by Ordinance and by departmental policies and procedures, has a long established framework for the procurement of goods and services; and

WHEREAS, it is desirable to have said policies and procedures embodied in one document; and

WHEREAS, comments have been solicited from those officers of the Town involved with procurement; and

WHEREAS, the Procurement Policies and Procedures of the Town of Oyster Bay were most recently adopted by the Town Board on August 12, 2014, by Resolution No. 531-2014; and

WHEREAS, it is the practice of the Town Board to review the procurement policies and procedures from time to time as the Town Board deems appropriate or necessary, and New York State General Municipal Law Section 104b(4), requires every municipality to annually review its procurement policies and procedures,

NOW, THEREFORE, BE IT RESOLVED, That the Town of Oyster Bay does hereby adopt the following procurement policies and procedures:

Guideline 1. Every prospective purchase of supplies or equipment, every public work and service contract, and every equipment lease shall be evaluated to determine the applicability of General Municipal Law, Sections 103 and 104(b), and the herein procurement policy. The Department of General Services, Division of Purchasing (hereinafter referred to as "Purchaser") shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2. All purchases of supplies or equipment which will exceed \$20,000.00 in the fiscal year, and public work and service contracts over \$35,000.00, shall be formally bid pursuant to General Municipal Law, Section 103.

Guideline 3(a). All estimated purchases of supplies or equipment:

- of \$10,000.00 or more, up to and including \$20,000.00, require quotations from at least three (3) vendors.
- of \$3,500.00 or more, but less than \$10,000.00, require quotations from at least two (2) vendors.
- of less than \$3,500.00 require a quotation from at least one (1) vendor.

Supply Standard
Reviewed By
Office of Town Attorney
Thomas M. ...

Guideline 3(b). All estimated public work and service contracts:

- of \$15,000.00 or more, up to and including \$35,000.00, require quotations from at least three (3) contractors.
- of \$7,500.00 or more, but less than \$15,000.00, require quotations from at least two (2) contractors.
- of less than \$7,500.00 require a quotation from at least one (1) contractor.

Any written request for proposals or quotations shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotations have been requested, and the written/fax/oral quotations offered.

All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public work and service contracts.

Guideline 3(c). Individual equipment leases, the annual costs of which are estimated to be:

- in excess of \$35,000.00 or more, require a formal bid, which bid shall be conducted consistent with the provisions of General Municipal Law, Section 103.
- \$15,000.00 or more, up to and including \$35,000.00, require quotations from at least three (3) vendors.
- \$7,500.00 or more, but less than \$15,000.00, require quotations from at least two (2) vendors.
- less than \$7,500.00, require a quotation from at least one (1) vendor.

Leases of multiple pieces of equipment, intended for use in one project, shall, for the purpose of this Guideline, be considered an individual lease.

Real property leases, due to their unique nature, are specifically excluded from this Guideline.

Guideline 4. The lowest responsible vendor or contractor meeting specifications shall be awarded the purchase, public work or service contract. If a vendor or contractor is not deemed responsible or does not meet specifications, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline 5. Except when directed by the Town Board, no solicitation or written proposals or quotations shall be required under the following circumstances:

- a. Emergencies;
- b. Sole source situations, including, but not limited to, the procurement of performers, artists, presenters, arts organizations, etc.;
- c. Goods procured from or services provided by agencies for the blind or severely handicapped;
- d. Goods procured from correctional facilities;
- e. Goods procured from another governmental agency;
- f. Media advertising and public notices; and
- g. Goods and services procured through existing State or County contracts.

Guideline 6. From time to time, Town Departments retain individuals or companies to provide various professional services and certain other services requiring a special or technical skill, training or expertise. The service provider must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment and integrity. The qualifications of the service provider is of prime importance to the successful and expedient completion of any project and are not necessarily found in the individual or company that offers the lowest price. For that reason, professional services and certain other services are not covered by the competitive bidding requirements of General Municipal Law, Section 103, and may be exempted from coverage under General Municipal Law, Section 104-b.

Despite the foregoing, this Town Board recognizes that the establishment of formal policies and procedures would assist in ensuring that the most prudent and economical use is made of public monies, thus facilitating the acquisition of services of the best possible quality at the most beneficial cost.

For the foregoing reasons, the following Qualification Based Selection (QBS) procedures shall be utilized as follows:

The Department shall prepare a written statement describing the proposed project. Said statement shall include information regarding the problem to be solved or the goals which must be achieved, the time frame of the project; the approximate budget of the project, and any other relevant information.

The Department shall prepare a list of criteria to be used in evaluating submissions of qualifications. The criteria shall include, but not be limited to:

1. Magnitude, scope, and complexity of the services to be rendered;
2. Experience of the firm in assignments of similar size, scope, and complexity;
3. Special knowledge relevant to project;
4. Special equipment or facilities relevant to project;

5. Size, staffing, resources, and financial capability of the firm vs. the size of the assignment;
6. Knowledge and experience with Town facility(ies) and programs involved in the assignment;
7. Past performance with the department;
8. Time constraints and deliverability of service; and
9. Firm's current workload with the Town.

It is expressly acknowledged that the quality of the services to be rendered is of paramount importance. However, it is further expressly acknowledged that the cost of the services to be rendered is a substantial concern. Therefore, the Department shall, in every instance, justify to the Town Board, as hereinafter set forth, the cost of the services to be rendered.

Architectural, Engineering and Surveying firms will be invited to file a Federal Form SF 330 with the Town, which form will remain on file for a period of one year. Said firm will be required to provide updates on an annual basis. When such services are required, the Department shall send a Request for Proposals (RFP) to at least three (3) firms which have a current Federal Form SF330 on file with the Town. The RFP shall contain the project description, the criteria for evaluation, the date by which the firm must respond, and the name of a contact person in the Department. The Department shall obtain at least three (3) qualified proposals.

For all other services, the Department shall make every reasonable effort to compile and maintain a current list of persons or entities interested in performing professional services for the Town; and, utilizing such list, the Department shall obtain at least three (3) qualified proposals for any and all such services to be rendered.

The Department, at its option, may advertise the RFP in a newspaper of general circulation, consistent with the procedures for advertising a public bid under General Municipal Law Section 103. Such publication shall satisfy the foregoing provisions of this Procurement Policy relating to the number of proposals required, regardless of how many proposals are actually received by the Department.

The Department will review all submitted material and rank the firms in order of qualifications for this project. The basis on which the firms were ranked shall be documented in writing. At its discretion, the Department may elect to interview each firm, make visits to each firm, or inspect prior work done by each firm. The Department shall notify the three highest ranked firms of their standing and notify the remaining firms that they will not be chosen for this project.

The Department shall then initiate negotiations with the highest qualified firm. If a satisfactory agreement cannot be negotiated with the firm considered the most qualified, at a fee determined to be fair and reasonable, then negotiations with said firm shall be terminated and

negotiations then undertaken with the second most qualified firm. Failing accord with the second most qualified firm, negotiations shall terminate with it and then be undertaken with the third most qualified firm.

If acceptable terms cannot be reached with the three highest ranked firms, the selection process shall be terminated and the project shall be re-evaluated by the Town.

If acceptable terms are reached with one of the three highest ranked firms, the Department shall, in writing, notify the Town Board thereof, and make an appropriate recommendation in connection therewith, including justification for the cost of the services to be rendered.

All agreements for professional services shall clearly state the agreement term, and the number and length of extensions, if any. The Department shall advise the Town Board of this information prior to the approval of any agreement.

When exercising any extension option, the Department shall advise the Town Board of the agreement terms exercised to date, the provision currently being exercised, and whether there are any remaining extensions.

No Department may recommend authorization of any task under a professional services agreement unless it is reasonably believed that said task will be completed prior to the expiration of the agreement.

If the Town, through its Comptroller, reasonably estimates that the value of services to be provided, either by any one service provider, or in connection with any one particular area of service, regardless of the number of service providers involved, will not exceed \$10,000.00 in a calendar year, then the foregoing provisions shall not apply, and a formal procurement procedure shall not be required. In every instance, the Department shall endeavor to make a fiscally prudent selection.

Guideline 7. A good faith effort shall be made to obtain the required number of proposals or quotations, to be documented in writing. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall forward to the Town Attorney documentation regarding the attempt to obtain proposals or quotations, including the number of service providers in the field, the number of Requests for Proposals sent out and the number of responses received. If, in the opinion of the Town Attorney, the Purchaser has made an adequate attempt to obtain proposals or quotations, and was not able to obtain the requisite number of same, then the Town Attorney shall issue a written determination that the Purchaser has complied with the provisions of this Procurement Policy. In the event that the Town Attorney determines that the Purchaser has not made an adequate attempt to obtain proposals or quotations, the Purchaser shall be directed to make a further attempt to obtain same. In no event shall the inability to obtain the proposals or quotations be a bar to the procurement.

Guideline 8. The commissioner, director or supervisor of each department or agency of the Town Oyster Bay responsible for procurement of services, supplies, equipment, or construction obtained with Federal, State or Local funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider

consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the commissioner, director or supervisor, an analysis should be made of lease versus purchase alternatives and any other analysis to determine the most economical approach.

Guideline 9. No employee, officer or agent of the Town of Oyster Bay shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award;
2. His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, half-brother, or half-sister;
3. His/her partner; or
4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Guideline 10. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against solicitations must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to Purchasing Agent or the Commissioner of the Department of General Services. The Purchasing Agent or the Commissioner of the Department of General Services may, at his/her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

Guideline 11. These policies and procedures shall be reviewed from time to time as the Town Board deems appropriate or necessary, and shall be reviewed at least annually by the Town Board. In addition, from time to time, upon request of the Town Board, each Department shall provide, in writing, a summary accounting of the essential activity arising out of these policies and procedures.

Guideline 12. In accordance with the requirements of General Municipal Law Section 104-b(2)(f), the following individual is responsible for the purchase of goods and services:

Eric Tuman -- Commissioner, Department of General Services

Insofar as these policies and procedures are inconsistent with any existing Town policy or procedure, the provisions of this Resolution shall be controlling.

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	Absent
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

on: Supervisor
Town Attorney
Comptroller (2)
General Services



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

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

April 15, 2016

Via E-Mail and First Class Mail

Ms. Lisa Block
Oyster Bay-North Hempstead-Glen Cove Workforce Investment Board
977 Hicksville Road
Massapequa, NY 11755

RE: Policy Type: General Liability & Professional Liability
Policy Term: 5/1/2016 to 5/1/2017

Dear Lisa,

As we are nearing the renewal for you insurance policies, we sought to obtain adequate coverage at satisfactory premiums. Due to the nature of your business, the market was once again rather limited.

We approached the following four carriers on your behalf:

- 1) **Scottsdale Insurance Company**- Not a market for Social Service Programs within a municipality
- 2) **Nautilus Insurance Company** - Not a market for Social Service Programs within a municipality
- 3) **Capitol Specialty Insurance Company**- Not a market for Social Service Programs within a municipality
- 4) **General Insurance Company of America** – Issued a renewal quote of \$17,054 for General Liability and \$3,583 for Professional Liability. (A copy of the quotation is attached for your review and the quote is further outlined, below.)

Briefly, the policies are outlined as follows:

Named Insured: Oyster Bay North Hempstead Glen Cove Workforce Development Board

GENERAL LIABILITY

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$1,000,000
Medical Expense Limit	\$ 20,000
Sexual Abuse	\$1,000,000

Exclusions: Employment Related Practices
Pollution
Known Injury or Damage



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

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

Page Two

April 15, 2016

PROFESSIONAL LIABILITY

Aggregate	\$2,000,000
Each Professional Incident	\$1,000,000

Exclusions: Pollution
 Medical Doctors
 Sexual Misconduct Liability

Premiums:

The General Liability Premium is: \$17,054 (The expiring policy was \$16,676.)

The Professional Liability Premium is: \$3,583. (The expiring policy was \$3,697.)

Once you advise I may bind, the invoices will be transmitted under separate cover.

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

Very truly yours,

Maryann K. Aiello

Enc.

DATE 03/17/16	QUOTATION VALID FOR 30 DAYS OR EXPIRATION OF POLICY	NIF NUMBER QA0774-1
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NAME & MAILING ADDRESS OF APPLICANT OYSTER BAY-NORTH HEMPSTEAD- GLEN COVE WORKFORCE DEVELOP BD 977 HICKSVILLE ROAD MASSAPEQUA, NY 11758	NORTH ISLAND FACILITIES 30 Park Avenue Manhasset, NY 11030 (516) 365-7440
--	---

BROKER SALERNO BRK CORP/TOWNS & VILL RISK MGMT /HEALTH & 117 OAK DRIVE SYOSSET, NY 11791-4625 maiello@salernoins.com	UNDERWRITER: ELIZABETH WERNER
	EXPIRING INSURANCE COMPANY GENERAL INS CO OF AMERICA [SS]
	EXPIRING POLICY NUMBER 24CC31204120
	EXPIRATION DATE 05/01/16
	RENEWAL INSURANCE COMPANY GENERAL INS CO OF AMERICA [SS]
	CODE 8G

SOCIAL SERVICES PROGRAM

COMMERCIAL GENERAL LIABILITY
SIMPLIFIED OCCURRENCE FORM

GENERAL AGGREGATE	\$2,000,000	EACH OCCURRENCE LIMIT	\$1,000,000
PRODUCTS/COMPLETED OPS AGG.	\$1,000,000	FIRE DAMAGE LIMIT	\$1,000,000
PERSONAL & ADV INJURY	\$1,000,000	MEDICAL EXPENSE LIMIT	\$20,000

PER PROGRAM GUIDELINES INSURED MUST ACCEPT BOTH CGL & PROFESSIONAL LIABILITY QUOTES THROUGH CARRIER IN ORDER TO BIND.

EXCLUSIONS

ABUSE OR MOLESTATION	POLLUTION	CG 0067 VIOLATION OF INFO STATUTES
EMPLOYMENT RELATED PRACTICES	NUCLEAR ENERGY	ASBESTOS
WAR	KNOWN INJURY OR DAMAGE	CG 2116 DESIG. PROFESSIONAL
CG0068 RECORDING/DISTRIBUTION		

ADDITIONAL ENDORSEMENTS & CONDITIONS

LANDLORD ADDITIONAL INSURED	ADDITIONAL INSURED DESIGNATIONS	EMPLOYEES/VOLUNTEERS
SEP AGGREGATE PER LOCATION	CG 2621 TRANSFER OF DUTIES	CG 2624 SUIT AGAINST US
CAP ON LOSS- CERT ACTS OF TERR	SEX ABUSE SUBLIMIT \$1MM/\$2MM	LIABILITY PLUS ENDT.
IL0057 NY INSURPLUS ENDT		

ITEMS REQUESTED

- 1) SIGNED & DATED APPLICATION

ADDITIONAL COMMENTS

PROFESSIONAL LIABILITY IS AFFORDED VIA A SEPARATE QUOTE AND POLICY.
PROGRAM GUIDELINES REQUIRE THAT INSURED ACCEPTS BOTH CGL AND
PROFESSIONAL LIABILITY QUOTES THROUGH LIBERTY/GENERAL INS. IN ORDER TO
BIND.

**TERMS AND CONDITIONS ARE AS EXPIRING.

NAMED INSURED:

OYSTER BAY - NORTH HEMPSTEAD - GLEN COVE WORKFORCE DEVELOPMENT BOARD

ABUSE OR MOLESTATION EXCLUSION - FORM CG 2146

EMPLOYEE BENEFITS LIABILITY \$1,000,000/\$2,000,000

CERT ACTS OF TERR ON GL \$364.00

*POLICYHOLDER AGREES TO ACCEPT AN ELECTRONIC POLICY AND OTHER RELATED

QUOTATION

OYSTER BAY-NORTH HEMPSTEAD-

DOCUMENTS ISSUED BY LIBERTY; POLICYHOLDER MAY REQUEST A WRITTEN POLICY.

We are accepting the quote and would like the premiums to be billed as:
Please check one option:

Direct Bill to the Insured Agency Billed

PREMIUM	\$17,054.00	DEPOSIT REQ	\$5,685.00
		BROKER COMM	15.000 %

ORDER CONFIRMATION

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

Deposit premium of \$ _____ is enclosed.

Date: _____ Broker: _____

DATE 03/17/16	QUOTATION VALID FOR 30 DAYS OR EXPIRATION OF POLICY	KIF NUMBER QA0782-1
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NAME & MAILING ADDRESS OF APPLICANT OYSTER BAY - NORTH HEMPSTEAD - GLEN COVE WORKFORCE DEVELOP BD 977 HICKSVILLE ROAD MASSAPEQUA, NY 11758		NORTH ISLAND FACILITIES 30 Park Avenue Manhasset, NY 11030 (516) 365-7440	
BROKER SALERNO BRK CORP/TOWNS & VILL RISK MGMT /HEALTH & 117 OAK DRIVE SYOSSET, NY 11791-4625 maiello@salemoin.com		UNDERWRITER: ELIZABETH WERNER	
		EXPIRING INSURANCE COMPANY GENERAL INS CO OF AMERICA [SS]	
		EXPIRING POLICY NUMBER LP77688220P	
		EXPIRATION DATE 05/01/16	
		RENEWAL INSURANCE COMPANY GENERAL INS CO OF AMERICA [SS]	CODE 8G

SOCIAL SERVICES PROGRAM

COVERAGES

PROFESSIONAL LIABILITY POLICY

LIMITS

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

TERMS AND CONDITIONS

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

ITEMS REQUESTED

1) SIGNED & DATED APPLICATION

ADDITIONAL COMMENTS

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

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

We are accepting the quote and would like the premiums to be billed as:

Please check one option:

Direct Bill to the Insured Agency Billed

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

ORDER CONFIRMATION

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

Deposit premium of \$ _____ is enclosed.

Date: _____ Broker: _____

JMS
Reviewed By
Office of Town Attorney

WHEREAS, PSEG Long Island LLC ("PSEGLI") through its operating subsidiary, Long Island Electric Utility Service LLC, 333 Earle Ovington Boulevard, Suite 403 Uniondale, New York 11553, by email dated May 18, 2016, has requested that the Town of Oyster Bay enter into a Street Light Workflow Agreement, which would allow PSEGLI to reattach Town street lighting to new, replacement utility poles being installed by PSEGLI as part of their Storm Hardening Program being funded by the Federal Emergency Management Agency (FEMA) as a result of Superstorm Sandy; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Department of Highways, has advised the Office of the Town Attorney, that he has no objection to the Town entering into this Agreement, as it will result in a cost savings to the Town; and

WHEREAS, Leonard Genova, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated May 20, 2016, recommend that the Town Board authorize the Supervisor to execute a Street Light Workflow Agreement between the Town of Oyster Bay and PSEGLI,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as set forth hereinabove is hereby accepted and approved, and the Supervisor, or his authorized designee, is hereby authorized to execute a Street Light Workflow Agreement between the Town of Oyster Bay and PSEGLI.

-#-

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

287

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : May 20, 2016
SUBJECT: Streetlight Workflow Agreement

PSEG Long Island, LLC ("PSEGLI"), by email dated May 18, 2016, has requested that the Town of Oyster Bay enter into a Street Light Workflow Agreement, which would allow PSEGLI to reattach Town street lighting to new, replacement utility poles being installed by PSEGLI as part of their Storm Hardening Program being funded by the Federal Emergency Management Agency (FEMA) as a result of Superstorm Sandy.

This office has consulted with Kevin Hanifan, Commissioner of the Highway Department, who is in favor of the Town entering into this Agreement, as it will result in a cost savings to the Town.

This office recommends that the Town Board authorize the Supervisor to execute a Street Light Workflow Agreement with PSEGLI.

LEONARD GENOVA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st
Enclosure
cc: Town Attorney (w/19 copies)

Thomas Sabellico

From: Meyers, Caisy <Caisy.Meyers@PSEG.COM>
Sent: Wednesday, May 18, 2016 12:02 PM
To: Thomas Sabellico
Subject: FEMA street light agreement
Attachments: Street Light Agreement.pdf

Hi Tom,

Attached is the agreement to move the street lights, in FEMA work areas, over to the new pole. Please have it signed and email it back to me. Thank you.

Caisy Meyers
External Affairs District Manager – Central Nassau
PSEG Long Island
(516) 254-0646
Caisy.Meyers@pseg.com



The information contained in this e-mail, including any attachment(s), is intended solely for use by the named addressee(s). If you are not the intended recipient, or a person designated as responsible for delivering such messages to the intended recipient, you are not authorized to disclose, copy, distribute or retain this message, in whole or in part, without written authorization from PSEG. This e-mail may contain proprietary, confidential or privileged information. If you have received this message in error, please notify the sender immediately. This notice is included in all e-mail messages leaving PSEG. Thank you for your cooperation.

This **STREET LIGHT WORKFLOW AGREEMENT** ("Agreement") made this day of _____, 2016, by and between Long Island Electric Utility Service LLC ("Agent") as agent of and on behalf of the Long Island Lighting Company d/b/a LIPA ("LIPA" or "Company"), with offices at 333 Earle Ovington Boulevard, Suite 403, Uniondale, New York 11553, and _____, a _____ having its principal office at _____, New York ("Municipality"). Company and Municipality shall be sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the Amended and Restated Operations Services Agreement, dated December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time ("A&R OSA"), between Long Island Lighting Company d/b/a LIPA ("LIPA" or "Company") and PSEG Long Island LLC ("PSEG LI"), PSEG LI, through its operating subsidiary, Agent, has assumed managerial responsibility for the day-to-day operational maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA ("T&D System") as of January 1, 2014. As a result, Agent will execute and administer this Agreement and shall be LIPA's representative in all matters related to the Agreement, including all attached exhibits as applicable; and

WHEREAS, Company has been awarded a Federal Emergency Management Agency ("FEMA") grant to finance storm hardening of Company's T&D System, which includes significant construction and repair work to the T&D System (collectively the "Storm Hardening Program"); and

WHEREAS, in connection with Company's Storm Hardening Program, PSEG LI, either itself or through subcontractors, is performing construction to strengthen the T&D System; and

WHEREAS, outside of the Storm Hardening Program and during the ordinary course of maintaining and operating the T&D System, PSEG LI's normal practice related to transferring municipal-owned street lights is to transfer and lash the light onto a new utility pole and notify the municipality of such transfer, whereupon the municipality would attach the light and make it functional; and

WHEREAS, PSEG LI has determined that, given the scope of the Storm Hardening Program and the number of new utility poles that would be placed in the Municipality, there would be no incremental cost to Company if PSEG LI, either itself or through subcontractors, attached and energized the municipal-owned street lights to the new utility pole rather than transferring and lashing the lights; and

WHEREAS, Company and Municipality have agreed that, solely for the Storm Hardening Program, PSEG LI, either itself or through subcontractors, on behalf of Company, rather than the Municipality, shall, in addition to transferring the municipal-owned street lights to the new utility poles, attach the lights to the poles and energize the street lights (collectively the "Street Light Work"); and

WHEREAS, all other work, including day-to-day ordinary maintenance work, related to Municipality's street lights shall be the responsibility of the Municipality and not the Company or PSEG LI.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the Parties agree as follows:

1. **Scope.** This Agreement sets forth the basic terms and conditions applicable to the Street Light Work. The scope of work detailing the Street Light Work is attached hereto as Exhibit 1 ("Scope of Work"). Subject to the terms and conditions of this Agreement, PSEG LI, either itself or through subcontractors, on behalf of Company, will perform the Street Light Work described in the Scope of Work at Company's cost and expense only in connection with the Storm Hardening Program and not related to other pole replacement activities that Company may be engaged in within the Municipality now or in the future.

2. **Delays.** The Parties shall work together to coordinate the Street Light Work to facilitate the completion of same in a timely manner. Company shall not be liable to Municipality for any delays in performing the Street Light Work.

3. **Licenses, Permits, and Approvals.** Municipality shall be responsible for any licenses, permits, and approvals required for PSEG LI or its subcontractors to conduct the Street Light Work. Each Party shall promptly cooperate with the other Party as requested to assist and support the other Party in the process of obtaining any necessary licenses, permits, and approvals.

4. **Access.** Municipality shall and shall cause its agents to ensure that PSEG LI and its contractors shall have reasonable site access as necessary for completion of the Street Light Work.

5. **Liability.** **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR ANY LOSS OF USE OR DIMINUTION OF VALUE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS COMMUNICATED, KNOWN, OR FORESEEABLE OR IF THE AVAILABLE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

6. **Miscellaneous Provisions.**

- a. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.
- b. **Recitals.** The above "Whereas" clauses are incorporated into and made a part of this Agreement.
- c. **Severability.** If any section, phrase, provision, or portion of this Agreement shall, for any reason, be held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such section, phrase, provision, or portion so adjudged shall be deemed separate, distinct, and independent, and the remainder

of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication.

- d. Entire Agreement, Precedence. The Agreement, including the Scope of Work and any appendices and exhibits, constitutes the full, complete, and only agreement between the Parties hereto with respect to the Street Light Work. This Agreement supersedes any course of performance, course of dealings, usage of trade, previous agreements, representations, and understandings, either oral or written.
- e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except for New York's conflicts of law provisions that would defeat the application of its substantive laws to this Agreement. Any disputes or lawsuits arising out of or related to this Agreement resulting in litigation shall be litigated in the state courts located in New York or the U.S. District Court for the Eastern or Southern District of New York. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- f. No Waiver. No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed, or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- g. Amendment. No terms, conditions, agreements, representations, understandings, course of performance, course of dealing, or usage of trade purporting to modify, vary, supplement, explain, or amend any provisions of this Agreement shall be effective unless in writing, signed by representatives of the Parties authorized to amend this Agreement.
- h. No Third-Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- i. Advertising and Public Releases. Municipality, its employees, or agents shall not use the name, photographs, logo, trademarks, or other identifying characteristics of Company or PSEG LI or their respective subsidiaries or affiliates without Company's or PSEG LI's, as the case may be, prior written approval.
- j. Survival. All provisions providing for limitation of or protection against loss or liability of the Parties, including all licenses, warranties, protections, and

indemnities, shall survive termination, suspension, cancellation, or expiration of this Agreement.

- k. Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective fully authorized officer or representative, as of the date first above written.

**Long Island Electric Utility Service LLC
as agent for and on behalf of the Long
Island Lighting Company d/b/a LIPA**

By: John O'Connell

Print John O'Connell

Name: _____

Title: Vice President T+D

MUNICIPALITY

By: _____

Print _____

Name: _____

Title: _____

Exhibit 1

Scope of Work

1. Company will test street light to confirm operability.
2. If street light is inoperable, Company will notify Municipality.
3. Company will de-energize the street light.
4. Company will transfer the street light from the existing pole to the new pole.
5. Company will re-energize the street light.
6. Municipality will be responsible for repairing, or replacing, any in-operable street light.

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 August 5, 2015, authorized the Highway Department to clean up the premises located at 216 North Oak Street, North Massapequa, New York 11758, also known as Section 52, Block 109, Lots 28 and 29 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 May 20, 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 10, 2015, in the amount of \$447.34, 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 May 20, 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 \$447.34 may be assessed by the Legislature of the County of Nassau against the parcel known as 216 North Oak Street, North Massapequa, New York 11758, also known as Section 52, Block 109, Lots 28 and 29 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

Reviewed By
Office of Town Attorney
[Signature]

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

Supervisor 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
Planning & Development

DRAFT

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 August 5, 2015, authorized the Highway Department to clean up the premises located at 216 North Oak Street, North Massapequa, New York 11758, also known as Section 52, Block 109, Lots 28 and 29 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 May 20, 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 10, 2015, in the amount of \$447.34, 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 May 20, 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 \$447.34 may be assessed by the Legislature of the County of Nassau against the parcel known as 216 North Oak Street, North Massapequa, New York 11758, also known as Section 52, Block 109, Lots 28 and 29 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

Reviewed By
Office of Town Attorney

16

Town of Oyster Bay Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
COMMUNITY AFFAIRS

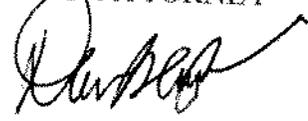
TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: May 20, 2016
SUBJECT: Property Cleanup Assessment
216 North Oak Street, North Massapequa, New York 11758
Section 52, Block 109, Lots 28 and 29

The Department of Planning and Development, by memorandum dated August 5, 2015, directed the Highway Department to clean the premises located at 216 North Oak Street, North Massapequa, New York 11758 also known as Section 52, Block 109, Lots 28 and 29 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). 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 10, 2015. The cost incurred by the Town of Oyster Bay was \$447.34.

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
Attachment
Town Attorney (19 copies)

216 No. Oak St.

THIS INDENTURE, made the 20th day of October, 2003

BETWEEN
PETER H. KORSCH and GERALDINE C. KORSH,
222 No. Oak Street, No. Massapequa, NY

party of the first part, and
DIANE MROCZEK,
216 No. Oak Street, No. Massapequa, NY

P. St.

party of the second part,
WITNESSETH, that the party of the first part, in consideration of
TEN and no/100 (\$10.00) dollars paid by the party of the second part, does
hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of
the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of Massapequa, (an unincorporated Village), Township of Oyster Bay, County of
Nassau and State of New York, known and designated as and by Lot Numbers 28 and 29 in Block 22 only, on
a certain map entitled, "Map of Property of Beauville Realty Corp., formerly part of Sarah Dexter property,
Massapequa, Long Island, New York", surveyed January 1926 by Smith and Malcomson, Inc., C.E., Freeport,
L.I., and filed in the Office of the Clerk of the County of Nassau, on October 29, 1926 under File No.: 376.

Said premises being also known as 216 No. Oak Street, No. Massapequa, NY. *AND BEING THE
SAME PREMISES CONVEYED TO THE GRANTEE HEREIN BY DEED
DATED JULY 25, 1985, RECORDED ALLOT 19, 1985, IN LIBER
9660, PAGE 792.*

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all
the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the
premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of
the second part forever.

133919N
S: 52
B: 109
L: 28 +
29

AND the party of the first part covenants that the party of the first part has not done or suffered anything
whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the
first part will receive the consideration for this conveyance and will hold the right to receive such consideration
as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same
first to the payment of the cost of the improvement before using any part of the total of the same for any other
purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so
requires.

SEE SCHEDULE "A" ATTACHED.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above
written.

[Signature]

Geraldine C. Korsch

IN PRESENCE OF:

[Signature]

11-20-2003



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 11-20-2003
Recorded Time: 11:33:46 a

Liber Book: D 11698
Pages From: 299
To: 301

Record and Return To:
HARRY GEORGE ESQ
2631 MERRICK RD
BELLMORE, NY 11710

Control
Number: 995
Ref #: RE 010465
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0052	00109-00	00028	
OYSTER BAY (2824)	0052	00109-00	00029	

Consideration Amount: 217,500.00

GJS001

Taxes Total	870.00
Recording Totals	99.00
Total Payment	969.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
KAREN V. MURPHY
COUNTY CLERK



2003112000995



✓ Haul Deed
2016-5245

TOWN OF OYSTER BAY

Inter-Departmental Memo
August 5, 2015

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

**Through: FREDERICK P. IPPOLITO, COMMISSIONER
PLANNING AND DEVELOPMENT**

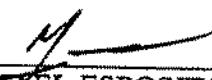
**Subject: 216 N. Oak Street Massapequa, NY 11758
SBL: 52-109-28 +29**

Notice of Violation (No.14950) was issued to the owner of the above-referenced premises 07/15/15 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

52-109-28 KC
✓ [Signature]

**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

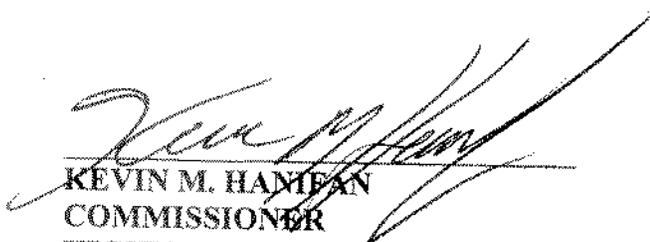
FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 216 OAK STREET, MASSAPEQUA
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 \$447.34.

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 DEPARTMENT

KMH/kjb

Enc. T & M sheet

TOWN OF OYSTER BAY
DEPARTMENT OF HIGHWAYS

2015 JAN - 6 11 A 10:39

Clean up 216 OAK STREET, MASSAPEQUA to P & D

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 April 29, 2015, authorized the Highway Department to clean up the premises located at 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1 through 5 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 May 20, 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 May 1, 2015 and May 7, 2015, in the total amount of \$1,825.99, 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 May 20, 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 \$1,825.99 may be assessed by the Legislature of the County of Nassau against the parcel known as 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1 through 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed by
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Highway
Planning & Development

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 April 29, 2015, authorized the Highway Department to clean up the premises located at 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1 through 5 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 May 20, 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 May 1, 2015 and May 7, 2015, in the total amount of \$1,825.99, 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 May 20, 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 \$1,825.99 may be assessed by the Legislature of the County of Nassau against the parcel known as 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1 through 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

DLG
Reviewed By
Office of Town Attorney
[Signature]

11

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 20, 2016

SUBJECT: Property Cleanup Assessment
310 North Baldwin Drive, Massapequa, New York 11758
Section 52, Block 37, Lots 1 through 5

The Department of Planning and Development, by memorandum dated April 29, 2015, directed the Highway Department to clean the premises located at 310 North Baldwin Drive, Massapequa, New York 11758 also known as Section 52, Block 37, Lots 1 through 5 on the Land and Tax Map of the County of Nassau. (See copy of deed attached). The Highway Department has, by memoranda dated May 6, 2015 and May 13, 2015, advised that the property was cleaned by a crew from the Highway Department on May 1, 2015 and May 7, 2015. The total cost incurred by the Town of Oyster Bay was \$1,825.99.

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
Attachment
Town Attorney (19 copies)

CLERK



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 12-28-2006
Recorded Time: 11:47:08 a

Record and Return To:
RITA DAVE PC
1981 MARCUS AVENUE
C101
LAKE SUCESS, NY 11042

Liber Book: D 12213
Pages From: 972
To: 975

Control
Number: 999
Ref #: RE 012638
Doc Type: D01 DEED

Location:	Section	Block	Lot	Unit
OYSTER BAY (2824)	0052	00037-00	00001	
OYSTER BAY (2824)	0052	00037-00	00002	
OYSTER BAY (2824)	0052	00037-00	00003	
OYSTER BAY (2824)	0052	00037-00	00004	
OYSTER BAY (2824)	0052	00037-00	00005	

Consideration Amount: 495,000.00

	Taxes Total	1,980.00
	Recording Totals	127.00
DAC001	Total Payment	2,107.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



2006122800999

600-N-21071

495.00
MS CLERK
[Handwritten signatures]

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 15th day of DECEMBER 2008

BETWEEN
TRI STATE SOLUTIONS INC., WITH OFFICES at 8811 Jamaica Ave, Woodhaven

party of the first part, and
ZENAIDA F. MARIANO residing at 310 N. Baldwin Drive, N. Massapequa.

party of the second part.
WITNESSETH, that the party of the first part, in consideration of _____ dollars
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs
or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the
SEE SCHEDULE A ANNEXED HERETO

SAID PREMISES BEING KNOWN AS

310 NORTH BALDWIN PLACE
N. MASSAPEQUA, NY

SEC 52
BLOCK 57
LOT 1 TO 6

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all
the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the
premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of
the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything
whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the
first part will receive the consideration for this conveyance and will hold the right to receive such consideration
as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same
first to the payment of the cost of the improvement before using any part of the total of the same for any other
purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so
requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above
written.

IN PRESENCE OF:

[Signature]
TRI STATE SOLUTIONS INC.

[Signature]
KAMAL ZAFAR - PRESIDENT.

MC CLIK

EAGLE ABSTRACT CORP.

Title No. 600-N-21071

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Massapequa, not an incorporated village, Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lot Nos. 1, 2, 3, 4 and 5 in Block No. 37 on a certain map entitled "Map of Massapequa Centre, Farmingdale Section, situated at Massapequa, New York, surveyed March 1928 by Baldwin & Cornelius Co., Inc., C.E. McGolrick Realty Co., Inc., Incorporated 1921 Developers, 225 W. 34th Street, New York City", and filed in the Office of the Clerk of the County of Nassau on March 23, 1928 as Map No. 651, Case No. 773, which said lots when taken together are more particularly described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of North Idaho Avenue, (Idaho Avenue) with the easterly side of North Baldwin Drive (Baldwin Drive);

RUNNING THENCE South 79 degrees 58 minutes 30 seconds East along the southerly side of North Idaho Avenue, 100.00 feet;

THENCE South 10 degrees 01 minute 30 seconds West along the division line between Lot Nos. 5 and 6 on said map, a distance of 100.00 feet;

THENCE North 79 degrees 58 minutes 30 seconds West along the division line between Lot Nos. 1, 2, 3, 4 and 5 and Lot Nos. 46, 47, 48, 49 and 50 on said map, 100.00 feet to the easterly side of North Baldwin Drive;

THENCE North 10 degrees 01 minute 30 seconds East along the easterly side of North Baldwin Drive, 100.00 feet to the corner, the BEGINNING.

Being and intended to be the same premises
✓ conveyed to the grantor by Deed Dated 11-30-06
recorded 12-15-06 in Liber 12209 page 14.



FOR
CONVEYANCING
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Plaintiff,

-against-

ZENAIDA F. MARIANO; JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION; "JOHN DOES" and "JANE
DOES", said names being fictitious, parties intended being
possible tenants or occupants of premises, and corporations,
other entities or persons who claim, or may claim, a lien
against the premises,

Defendant(s),

Index No.

D/O/F:

13/4561

4-16-13

NOTICE OF PENDENCY

Premises Address:
310 N BALDWIN DR
NORTH MASSAPEQUA, NY
11758

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this Court upon a complaint of the above named plaintiff against the above named defendants for the foreclosure of a certain mortgage given by:

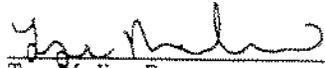
ZENAIDA F. MARIANO, to JP MORGAN CHASE BANK, N.A. bearing date December 15, 2006 and recorded in Liber 31368 of Mortgages at Page 388 in the County of Nassau on December 28, 2006. Thereafter said mortgage was assigned to CHASE HOME FINANCE LLC by assignment of mortgage dated May 14, 2010 and recorded on June 8, 2010 in Liber 34892 at Page 810.

That the mortgaged premises affected by said foreclosure action are situate in the County of Nassau, State of New York, and more specifically described in "Schedule A" annexed hereto and made a part hereof.

Said premises are commonly known as 310 N BALDWIN DR, NORTH MASSAPEQUA, NY 11758 and bearing tax map designation: Section: 52 Block: 037 Lot(s): 1-5

The Clerk of the County of Nassau is directed to index this notice to the names of the defendants and the property identified above.

Dated: April 15, 2013



Tyne Modica, Esq.
ROSICKI, ROSICKI & ASSOCIATES, P.C.
Attorneys for Plaintiff
Main Office 51 E Bethpage Road
Plainview, NY 11803
516-741-2585

2016-5238

TOWN OF OYSTER BAY**Inter-Departmental Memo
April 29, 2015**

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

**Through: FREDERICK P. IPPOLITO, COMMISSIONER
PLANNING AND DEVELOPMENT**

**Subject: 310 N. Baldwin Drive Massapequa, NY 11758
SBL: 52-37-1**

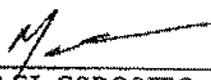
Notice of Violation (No.14713) was issued to the owner of the above-referenced premises 04/21/15 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

completed 5/7/15
C. Genova

dfs
✓

Town of Oyster Bay
Inter- Departmental Memo

2015 JUL -9 A 9 16

May 6, 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: 310 N. Baldwin Drive, Massapequa
Board-Up

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$649.13.

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 DEPARTMENT

KMH/kjb

Enc. T & M sheet

Board-up 310 N. Baldwin Drive, Massapequa to P & D

Mike E. *dfs*

TOWN ATTORNEY OFFICE
TOWN OF OYSTER BAY
9500 VILLAGE

Town of Oyster Bay
Inter- Departmental Memo

2015 JUL 10 A 11: 56

May 13, 2015

TO: FREDERICK P. IPPOLITO, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT: DIANA S. AQUAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 310 N. Baldwin Drive, Massapequa
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 \$1,176.86.

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 DEPARTMENT

KMH/kjb

Enc. T & M sheet

Board-up 310 N. Baldwin Drive, Massapequa to P & D


 Reviewed By
 Office of Town Attorney


RESOLVED, That the Town Clerk is hereby directed to advertise a notice of an application for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or other mooring, submitted by **ANGELA RINALDO** and **NICHOLAS MONTEFUSCO**, pursuant to the Code of the Town of Oyster Bay, Chapter 241, "Waterways", Section 241-33, "Processing of Applications". The subject property is located at Section 65, Block 241, Lot 33 on the Nassau County Land and Tax Map, also known as 25 Anchor Drive, Massapequa, New York 11758.

-#-

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
 Environmental Resources


Reviewed By
Office of Town Attorney


PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, that pursuant to the Code of the Town of Oyster Bay, Chapter 241, "Waterways", Section 241-33, "Processing of Applications", the Town Board is in receipt of an application for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or other mooring in the waterways within the jurisdiction of the Town. Said application is described as follows: **ANGELA RINALDO** and **NICHOLAS MONTEFUSCO**, for a permit to erect, maintain, alter or improve a dock, pier, bulkhead, float or other mooring. **Specification:** Installation of a 4-foot wide by 6-foot long platform; 30-inch wide by 14-foot long ramp; two (2) 5-foot wide by 18-foot long float secured by two (2) existing and two (2) new float piles; and one 6-foot wide by 9-foot long jet ski float with safety ladder secured by two (2) float piles. The subject property is located at Section 65, Block 241, Lot 33 on the Nassau County Land and Tax Map, also known as 25 Anchor Drive, Massapequa, New York 11758. The petition filed in connection with the abovementioned application, together with all maps and documents which accompany it, are 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 Offices of the Town Clerk, in Oyster Bay and Massapequa. Any person interested in the subject matter of said application must submit any written comments to the Town Board for its review prior to the determination of such application. Kindly address any such communication to the Office of the Town Clerk, Town Clerk, Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, on or before _____, 2016. **TOWN BOARD OF THE TOWN OF OYSTER BAY, JOHN VENDITTO**, Town Supervisor, **JAMES ALTADONNA JR.**, Town Clerk.

Dated: _____, 2016, Oyster Bay, New York.

TOWN OF OYSTER BAY
Inter-Office Memorandum

May 18, 2016

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

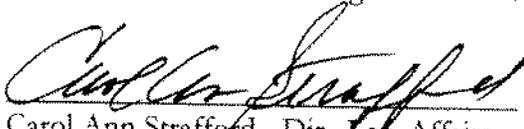
FROM: Carol Ann Strafford, Dir., Legislative Affairs

SUBJECT: Item No. 13 of the Memorandum Docket of **May 16, 2016**

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

ITEM DESCRIPTION

13. Memo – Carol Ann Strafford, Dir., Leg. Affairs, thru Leonard Genova, Town Atty., requesting Town Board authorization and directing the Town Clerk to publish a Notice of Application in connection with the application of Nicholas P. Montefusco to erect, maintain, improve and/or repair a dock float, bulkhead or other mooring at 25 Anchor Drive, Massapequa, NY.


Carol Ann Strafford - Dir., Leg. Affairs

CC: D. Regenbogen, Leg. Affairs

13

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DATE: MAY 13, 2016

TO: MEMORANDUM DOCKET

FROM: CAROL ANN STRAFFORD, DIRECTOR, LEG. AFFAIRS
THRU: LEONARD GENOVA, TOWN ATTORNEY

SUBJECT: APPLICATION OF NICHOLAS P. MONTEFUSCO TO
ERECT, MAINTAIN, IMPROVE, AND/OR REPAIR A
DOCK, FLOAT, BULKHEAD OR OTHER MOORING,
25 ANCHOR DRIVE, MASSAPEQUA, NY

FILE # D-3-2016 SEC. 65 BLK 241 LOT 33

Pursuant to Waterways Ordinance, Chapter 241, this office has received the TEQR findings (PRE-DETERMINED TYPE II ACTION), in connection with the above captioned application.

Town Board authorization is now requested directing the Town Clerk to advertise a "Notice of Application."

Request is also made for the Town Attorney to prepare the necessary "Public Notice of Application" and Resolution directing the Town Clerk to advertise said Notice.

LEONARD GENOVA
TOWN ATTORNEY


CAROL ANN STRAFFORD
DIRECTOR
LEGISLATIVE AFFAIRS

CAS:DR
TA w/19

RECEIVED
LEGISLATIVE AFFAIRS
MAY 13 2016

WHEREAS, Resolution No. 741-2015, adopted on December 15, 2015, authorized D&B Engineers and Architects, P.C., to provide on-call engineering services, in connection with Contract No. PWC 20-16, On-Call Engineering Services Relative to Tank Management; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated May 20, 2016, request Town Board authorization that D&B Engineers and Architects, P.C., proceed under Contract No. PWC 20-16, On-Call Engineering Services Relative to Tank Management for Storm Water Collection and Disposal System at Highway Yard, Project Id No. 1503 HWY DB 03, and further request that the Comptroller issue an encumbrance order in an amount of \$35,900.00, with funds available in Account No. HWY H 5197 20000 000 1503 008,

NOW, THEREFORE, BE IT RESOLVED, That upon the requests as hereinabove set forth, D&B Engineers and Architects, P.C., is hereby authorized to proceed with the abovementioned Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$35,900.00 for Contract No. PWC 20-16, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008.

-#-

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 Works


Reviewed By
Office of Town Attorney


291
20

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 20, 2016

TO: MEMORANDUM DOCKET

FROM: ELIZABETH L. MACCARONE RICHARD T. BETZ
DEPUTY COMMISSIONER COMMISSIONER
DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC 20-16
TANK MANAGEMENT
ACCOUNT NO.: HWY H 5197 20000 000 1503 008
PROJECT ID NO. 1503 HWY DB 03

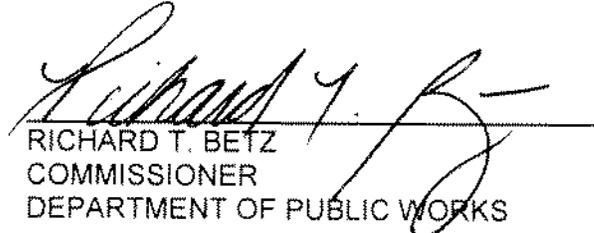
The consultant, D & B Engineers and Architects, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. 20-16 by Resolution No. 741-2015 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated March 21, 2016 from D & B Engineers and Architects, P.C. regarding the scope of work to be performed in an amount not to exceed \$35,900.00. Services to be performed include engineering services related to the existing waste oil storage tank (NCDH Tank 31) and associated storm water treatment and disposal system that serve the compactor equipment in the Highway Department yard.

Attached is an availability of funds in the amount of \$35,900.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1503 008.

It is hereby requested that the Town Board authorize by Resolution D & B Engineers and Architects, P.C. under Contract No. PWC 20-16, On-Call Engineering Services Relative to Tank Management and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
RTB/ELM/MR/SC/dz


RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Attachment

cc: Office of the Town Attorney (w/19 copies)
Robert J. McEvoy, Comptroller
Kathy Stefanich, Administrative Division/DPW
Kevin Hanifan, Commissioner/Highways

PWC 20-16 - D&B - ON CALL SERVICE REQUEST_35,900



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



Requesting Division/Department _____

Highways

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

Contract Number PWC 20-16

Contract Period 01/01/16 - 12/31/17

Consultant/Contractor D & B Engineers and Architects, P.C.

Discipline Tank Management

Total Authorization \$ 35,900.00

Resolution No. 741-2015 Date 12/15/2015

Funded To Date 0

Amount Requested \$35,900.00

Account To Be Used HW4 H 5197 20000 000 1503008 | 1503 HW4 DB 03

If Capital Account, State The Related Contract Number: _____

Description Of Work

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

Tank Management - Tank 31, Oil Interceptor and Compactor

Storm Water Collection and Disposal System at Highway Yard

Work To Be Completed In Contract Period: Yes No

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

Required Insurances Are In Effect: Yes No

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

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

Amount of Bond \$ _____

Requesting Division/Department

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title COMMISSIONER OF HIGHWAY

Title Commissioner of Public Works

Date 5-9-16

Date 5-9-16

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 35,900.00

Unencumbered Balance 1,729,538.69

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

Signature [Signature]

Date 5/13/16



TOWN OF OYSTER BAY



WORK ORDER

This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2016

Contract No. PWC 20-16

Contract End 12/31/2017

Commencement Date _____

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

Vendor Name and Address

D & B Engineers and Architects, P.C.

330 Crossways Park Drive

Woodbury, NY, 11797

Requesting Town Department Parks

Contact Sunita Chakraborti Phone (516) 677 - 5725

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

Tank Management - Tank 31, Oil Interceptor and Compactor

Storm Water Collection and Disposal System at Higway Yard

This work order shall not exceed \$ 35,900.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

[Signature]
COMMISSIONER OF HIGHWAY

Signature

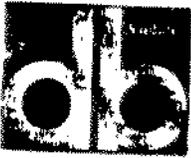
[Signature]
Commissioner of Public Works

Date

5-9-16

Date

5-9-16



John W. 116 *171-2011*
S. Anita

Board of Directors

Henry J. Chlupa, P.E., SCEE
President & Chairman
Steven A. Fangman, P.E., SCEE
Executive Vice President
Robert L. Raab, P.E., SCEE, CCM
Senior Vice President

Vice Presidents

Rob J. DeGiorgio, P.E., CPESC
Senior Vice President
Stephen M. Dudar, P.E.
Senior Vice President
Dennis F. Koehler, P.E.
Senior Vice President
Joseph H. Marturano
Senior Vice President
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Vice President
Frank Genese, AIA
Vice President
Michael Neuberger, P.E.
Vice President
Kenneth J. Pritchard, P.E.
Vice President
Theodore S. Pytlar, Jr.
Vice President
Charles J. Wachsmuth, P.E.
Vice President

Dir. of Architecture

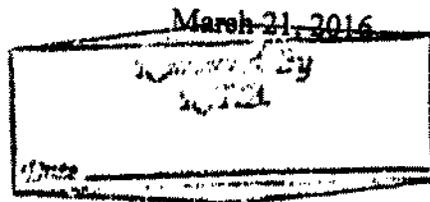
Michael P. Scerrillo, AIA, NCARB

Senior Associates

Ellen R. DeOrsay
Matthew R. DeVinney, P.E.
Frank DeVita
Joseph A. Fiorillo, P.E.
Michael R. Hofgren
Christopher Koegel, P.E., CCM
Christopher M. LaHanka
Richard W. Lanz, P.E.
James J. Magda
Olga Mubarak-Jaramillo
Philip R. Sachs, P.E.
Daniel Shabat, P.E.

Associates

Meredith A. Byers
Anthony M. Caniano
Rudolph F. Cannavale
Christopher W. Francis
Michele Mastrangelo
Jamil Miranda, P.E.
Roger W. Owens
Steven E. Pataik
Robbin A. Petrella
Edward J. Reilly
Michael G. Savarese, P.E.
Stephen E. Tauss



Richard T. Betz, Commissioner
Department of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Attn: Elizabeth Maccarone
Deputy Commissioner, Department of Public Works ✓

Re: Tank 31, Oil Interceptor and Compactor
Storm Water Collection and Disposal system at Highway Yard
D&B No. 3490

Dear Ms. Maccarone:

As the Town of Oyster Bay's tank management consultant and in response to the Town's request, D&B Engineers and Architects, P.C. (D&B) is pleased to present this proposal for engineering services related to the existing waste oil storage tank (NCDH Tank 31) and associated storm water treatment and disposal system that serve the compactor equipment in the Highway Department yard.

The existing compactor storm water system consists of 2 inclined belowgrade ramps, storm water collection drains and piping, an oil interceptor present within a buried concrete vault, a 1,000-gallon single walled fiberglass buried waste oil storage tank, and a storm water drywell. The existing waste oil storage tank and the oil interceptor do not currently meet the requirements of Nassau County Public Health Ordinance Article XI, Toxic and Hazardous Material Storage, Handling and Control. The existing storm water drywell is regulated by the US Environmental Protection Agency (EPA) as a Class V injection well. Attempts to locate the drywell and a casting at grade were not successful although existing drawings show its approximate location.

The costs to improve the existing system to comply with current codes would be significant, and therefore the option to eliminate the existing storm water management system was evaluated. This would include backfilling of the existing recessed compactor pits to grade, relocation of the existing compactors

"50 Years of Facing Challenges, Finding Solutions... Since 1965"

Richard T. Betz, Commissioner
Department of Public Works
Town of Oyster Bay
March 21, 2016

and containers aboveground to new concrete foundations, removal of the concrete vault and oil interceptor, removal of underground piping, drains, cleaning and removal of the waste oil tank, and closure of the existing storm water drywell. Under this alternative, storm water that collects around the compactor operation would be collected and disposed of in existing storm water drywells in the rear of the highway yard. These existing storm water drywells would presumably be registered with other Class V injection wells at the property under the Town's current storm water program.

In order to assist the Town with the closure and removal of the existing compactor storm water management system, D&B proposes the following specific tasks:

Design and Permitting

- Based on the historical use of the compactor for disposal of site/office refuse, it is not anticipated that soil contamination exists beyond the base of the drywell structure. D&B will prepare a closure plan to the Nassau County Department of Health to describe the intention to excavate and dispose of 3-4 feet of soils and sediment from within the structure before the collection of an endpoint sample from within the structure. If soil contamination is found in the endpoint sample, vacuum excavation will be continued and a new endpoint sample collected. The closure plan will identify the nature and historical use of the storm water disposal system and recommend laboratory analyses and relevant soil cleanup criteria for comparison of endpoint sample analytical data.
- Visit the site to attempt to determine the location of the storm water drywell. Access below grade structures at the site and document the existing conditions and locations of the system.
- Utilize on-site observations and existing plans of the site and equipment to prepare contract drawings to define requirements for removal and disposal of existing tanks and concrete vault, excavation, sampling and analysis of soils from within the drywell, backfill and closure of the existing drywell, construction of new compactor and container foundations and restoration of pavement.
- Prepare a construction specification document to include detailed construction requirements for removal of the existing tanks and related equipment, maintenance of the compactor operation during the work, and restoration of the area. The specification document will be used to publicly solicit bids from qualified construction contractors for the work.
- The plans and specifications will include requirements for the contractor to perform controlled excavation and soil disposal from within the existing drywell, endpoint

Richard T. Betz, Commissioner
Department of Public Works
Town of Oyster Bay
March 21, 2016

Page 3

sampling and laboratory analysis and will include unit price bid items for additional excavation and backfill within the drywell should any contamination be found in the initial endpoint samples. Once favorable endpoint samples are obtained, the existing drywell structure shall be backfilled with select materials.

- The plans will include drawings to reflect demolition and controlled backfill of the tank vault and recessed compactor pits, removal or abandonment of the existing waste oil tank based upon its proximity to existing building foundations, new concrete foundations for the compactor and containers, a grading and drainage plan for the restored area, and phasing requirements to minimize disruption to the Highway Department's operations.
- Sampling of the excavations for the existing tank and preparation of a tank closure report will be specified as the contractors' responsibility. Contingency earthwork items for removal of additional volumes of contaminated soils and backfill with clean fill will be included, should impacted soil be encountered during tank excavation and removal work.
- Respond to comments and coordinate with the NCDH as required to obtain approval of the drywell closure plan.
- Meet with Town representatives to review the design documents and incorporate the Town's comments into the project.
- Prepare a budgetary construction cost estimate and construction timeline based upon the construction requirements.

Public Bidding and Construction

- Prepare 10 copies of the project plans and specifications to the Town for use in publically soliciting bids for the project work.
- Respond to bidder information requests and questions during the bid period.
- Attend the bid opening, review bids and make recommendation to the Town for award of the work to the lowest responsible and responsive bidder.
- Prepare 3 copies of conformed contract documents for the Town's use in contract signing.
- Conduct a pre-construction conference with the selected contractor.

Richard T. Betz, Commissioner
Department of Public Works
Town of Oyster Bay
March 21, 2016

- Provide office-based construction services to review equipment submittals, construction progress, cost schedules, shop drawings, and payment requisitions.
- Provide oversight and administration of sampling procedures regarding drywell closure. An environmental scientist will be on-site during the excavation and sampling work to field screen bottom sediments and soils for contamination using a photoionization detector.
- Prepare a closure report to address the outcome of sampling and analytical procedures related to closure and backfill of the drywell structure. The closure report will compare endpoint soil sampling analysis to recognized soil cleanup objectives. Submit the plan to the Nassau County Department of Health for drywell closure approval.
- Prepare and submit tank removal and/or abandonment documentation to the Nassau County Department of Health for Tank 31 and the oil interceptor.
- Provide part-time on-site construction services to witness principal construction tasks including tank removal, foundation construction and controlled backfill of excavations and structures. A total of 40 hours are allocated for on-site inspection. If requested, additional inspection can be provided at a rate of \$100 per hour.
- Perform a final inspection of the completed with Town representatives and develop a punch list to assist the construction contractor with completion of the contract work.

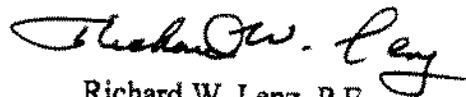
Fee

To complete the above tasks, we propose a not-to-exceed fee as follows:

Design and Permitting Phase	\$20,400
Bidding and Construction Phase	\$15,500
TOTAL.....	\$35,900

If you require further information or have any questions, please feel free to call to me.

Very truly yours,



Richard W. Lenz, P.E.
Senior Associate

RWL/cf
*3490ARWL032116RTB-LR

[Handwritten signature]

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Macaroni, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request and recommend that D & B Engineers and Architects, P.C., Holmscher, McLendon & Murrell, PC, Cashin Associates, PC, FST Engineers, Inc., and LIRo Engineers, Inc. be authorized to provide on-call engineering services in connection with Contract No. PWC20-16, On-Call Engineering Services Relative to Tank Management, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, D & B Engineers and Architects, P.C., Holmscher, McLendon & Murrell, PC, Cashin Associates, PC, FST Engineers, Inc., and LIRo Engineers, Inc. have an open-ended service agreement with the Town under which the services will be provided; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and D & B Engineers and Architects, P.C., Holmscher, McLendon & Murrell, PC, Cashin Associates, PC, FST Engineers, Inc. and LIRo Engineers, Inc. be authorized to provide on-call engineering services in connection with Contract No. PWC20-16, On-Call Engineering Services Relative to Tank Management, from January 1, 2016 through December 31, 2017; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim, after audit.

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

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinta	Aye
Councilwoman Alessa	Aye
Councilwoman Johnson	Aye
cc: Supervisor	
Town Attorney	
Comptroller (2)	
Public Works	

MA
Reviewed By
Office of Town Attorney

WHEREAS, Peggy Caltabiano, Village Administrator for the Incorporated Village of Massapequa Park, 151 Front Street, Massapequa Park, New York 11762, has requested the use of one (1) roll-off container for its Fireworks event, with said container to be delivered on July 1, 2016 and collected on July 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 19, 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 Incorporated Village of Massapequa Park, without charge, as its Fireworks 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 and approved, and the Department of Public Works, is hereby authorized to provide one (1) roll-off container to the Incorporated Village of Massapequa Park, without charge, to be delivered on July 1, 2016 and collected on July 6, 2016, 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 aforescribed 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 aforescribed 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)
Highway

292
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**TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO**

May 19, 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
Incorporated Village of Massapequa Park
151 Front Street, Massapequa Park, New York 11762

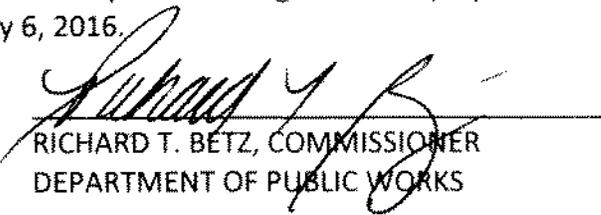
Attached please find a copy of a letter received in this office from Peggy Caltabiano, Village Administrator, requesting one roll off container for the Village of Massapequa Park's Fireworks event. The container will be placed on the end of Front Street at Brady Park on Friday, July 1, 2016 and will be collected on Wednesday, July 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 the fireworks event 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 Incorporated Village of Massapequa Park from Friday, July 1, 2016 through Wednesday, July 6, 2016.


JOHN T. COLLINS, DIVISION HEAD
DIVISION OF SANITATION


RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB:JTC:ew

Attachments

cc: Town Attorney (19 copies)

Robert McEvoy, Comptroller



Incorporated Village

of Massapequa Park

VILLAGE HALL, 151 FRONT STREET, MASSAPEQUA PARK, NEW YORK 11762-2794

WEBSITE: www.masspk.com

MAYOR

JEFFREY P. PRAVATO

DEPUTY MAYOR

TERESA SPINOSA

TRUSTEES

RICHARD BEGANDY

DANIEL PEARL

TINA SCHIAFFINO

CLERK/ADMINISTRATOR

PEGGY CALTABIANO

TREASURER

CHRISTOPHER R. BRIGGS

VILLAGE ATTORNEY

KEVIN M. WALSH

SUPT. OF PUBLIC WORKS

ROBERT MACRI

May 17, 2016

Mr. John T. Collins
Division Head, Division of Sanitation
Town of Oyster Bay DPW
150 Miller Place
Syosset, NY 11791

Dear John:

Enclosed is the Town of Oyster Bay Roll Off Containers application requesting the use of the containers for the Village of Massapequa Park's Fireworks event for delivery on Friday, July 1st, 2016 and pick up on Wednesday, July 6th, 2016.

Also enclosed is the Hold Harmless Agreement, Certificate of Liability Insurance and Additional Insured Endorsement for this event.

Thank you for your continued assistance.

Very truly yours,


Peggy Caltabiano
Village Administrator

Enclosures

cc: Eileen Walsh, TOB

Nicole Morton, Salerno

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: INCORPORATED VILLAGE OF MASSAPEQUA PARK

Billing Address: 151 FRONT STREET, MASSAPEQUA PARK, NY 11762

Phone Number (Days): 516 798 0244

Number of Containers Requested: 1

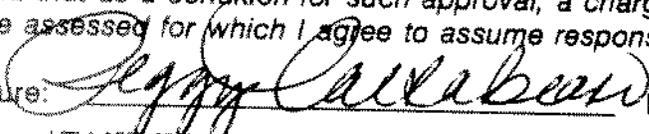
Address Where Container(s) Would Be Placed: END OF FRONT STREET (BRADY PARK)
1000 LAKESHORE DRIVE, MASSAPEQUA PARK

Dates Container(s) Needed: From FRIDAY 7/1/2016 To WEDNESDAY 7/6/2016

Describe The Event For Which Container(s) Is/Are Requested: FIREWORKS DISPLAY

Will The Event For Which The Container(s) Is/Are Requested Involve Fundraising Or Is It Intended To Be Profit-Making? NO

I understand that this application is subject to the approval of the Town Board of the Town of Oyster Bay and that as a condition for such approval, a charge of \$ 250.00 for each container load dumped may be assessed for which I agree to assume responsibility.

Signature:  Date: MAY 13, 2016

Title: VILLAGE ADMINISTRATOR

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 _____ NO 

To Be Completed By Scale House:
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

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

This Agreement is made this 13TH day of MAY 2016, by THE VILLAGE OF MASSAPEQUA PARK (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as POLL OFF CONTAINERS

for the event described as FIREWORKS DISPLAY.
The property/equipment is needed from FRIDAY 7/1/2016 to WEDNESDAY 7/6/2016.
The event for which the property and/or equipment is requested () is () is not a profit making event.

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

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

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

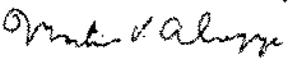
Name of Organization
VILLAGE OF MASSAPEQUA PARK

Address of Organization
151 FRONT STREET
MASSAPEQUA PARK, NY 11762

By: 
Authorized Representative

Title: VILLAGE ADMINISTRATOR

Telephone Number: 516 798 0244

Reviewed By
Office of Town Attorney




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2016

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791		CONTACT NAME: Nicole Morton PHONE: (516) 364-4044 FAX: (516) 364-3400 ADDRESS:	
INSURED Inc. Village of Massapequa Park 181 Front Street Massapequa Park NY 11762		INSURER(S) AFFORDING COVERAGE INSURER A: U.S. Specialty Insurance Compa INSURER B: Merchants Mutual Insurance INSURER C: PERMA (Public Employees Risk) 12250 INSURER D: INSURER E:	

COVERAGES CERTIFICATE NUMBER: 16-17 Liability REVISION NUMBER:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	APPLICABLE CODE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CYK000620204	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY/ALRY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPACT ACC \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE/AUTOB <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CYK000620204	6/1/2016	6/1/2017	COMBINED SINGLE LIM. (B/L/BI/MI) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> EXTENTIONS 10,000	X	CYK000620204	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (TRANSFERROR IS NOT) If yes, describe below: DESCRIPTION OF OPERATIONS (date)	N/A	WCSL00065-21	6/1/2016	6/1/2017	PER STATUTE/LOI \$ FL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYED \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is included as Additional Insured for General Liability as respects Village use of (1) Town Roll Off Container for the Fireworks Event on Sunday, July 3, 2016, (Rain date: Tuesday, 7/3/16). Dates of Usage: Friday, 7/01/2016 to Wednesday, 7/06/16. Container Location: Brady Park, Front Street, Massapequa Park. Additional Insured Endorsement attached.

CERTIFICATE HOLDER Town of Oyster Bay DPW, Division of Sanitation 150 Miller Place Syosset, NY 11791	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Nicole Morton/ALEX <i>Nicole L. Morton</i>
---	--

Reviewed By
 Office of Town Attorney
Walter V. Aluzzi

U.S. SPECIALTY INSURANCE COMPANY

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO	DAY	YR	12 01	NCON		
CPKG004520208	06	01	2016	X		INC. VILLAGE OF MASSAPEQUA PARK	801

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM - PUBLIC ENTITY

SCHEDULE

Name of Person or Organization:

Town of Oyster Bay
DPW, Division of Sanitation
150 Miller Place
Syosset, NY 11791

RE: Village use of (1) Town Roll Off Container for the Fireworks Event on Sunday, July 3, 2016. (Rain date: Tuesday, 7/5/16). Dates of Usage: Friday, 7/01/2016 to Wednesday, 7/06/16. Container Location: Brady Park, From Street, Massapequa Park.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Ann M. Carson

AUTHORIZED REPRESENTATIVE

5/13/16

DATE

Reviewed By
Office of Town Attorney

Mark K. Allyn

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 April 12, 2016, has requested the use of four thousand (4,000) feet of snow fencing, one hundred (100) barricades and posts, sixty (60) traffic cones, twenty (20) red flags, and two (2) temporary handicap signs for their Family Festival to be held from July 14, 2016 through July 23, 2016, and "No Parking Anytime" signs to be posted no later than July 11, 2016 as follows: on the east side of Bayview Avenue starting at the south curblineline of Merrick Road, south to the north curblineline of Harbour Lane; and on the north side of Morton Avenue, starting at the west curblineline of Bayview Avenue, west to the east curblineline of Biltmore Boulevard, all in Massapequa; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, by memorandum dated May 19, 2016, has advised that the abovementioned equipment will not be required for use by the Town at that time, and that the Department of Highways has no objection to providing the Church of St. Rose of Lima with the use of four thousand (4,000) feet of snow fencing, one hundred (100) barricades and posts, sixty (60) traffic cones, twenty (20) red flags, and two (2) temporary handicap signs for their Family Festival from July 11, 2016 through July 25, 2016, and "No Parking Anytime" signs to be posted no later than July 11, 2016 as follows: on the east side of Bayview Avenue starting at the south curblineline of Merrick Road, south to the north curblineline of Harbour Lane; and on the north side of Morton Avenue, starting at the west curblineline of Bayview Avenue, west to the east curblineline of Biltmore Boulevard, all in Massapequa; 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 Church of St. Rose of Lima with the use of four thousand (4,000) feet of snow fencing, one hundred (100) barricades and posts, sixty (60) traffic cones, twenty (20) red flags, and two (2) temporary handicap signs for their Family Festival from July 11, 2016 through July 25, 2016, and "No Parking Anytime" signs to be posted no later than July 11, 2016 as follows: on the east side of Bayview Avenue starting at the south curblineline of Merrick Road, south to the north curblineline of Harbour Lane; and on the north side of Morton Avenue, starting at the west curblineline of Bayview Avenue, west to the east curblineline of Biltmore Boulevard, all in Massapequa, 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 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 aforescribed activity; and

TKS
 Reviewed By
 Office of Town Attorney
MW

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 aforescribed 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)
Highway
Parks
Public Safety

25 293

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 19, 2016

TO: MEMORANDUM DOCKET
FROM: KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS
SUBJECT: CHURCH OF ST. ROSE OF LIMA, MASSAPEQUA
FAMILY FESTIVAL – TO BE HELD JULY 14th – JULY 23rd, 2016

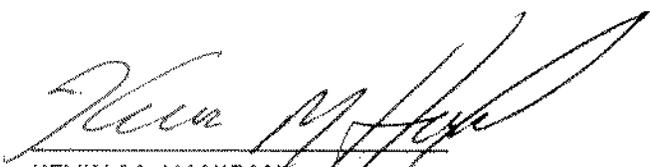
Enclosed please find a copy of the letter from Christopher Diehl, Church of St. Rose of Lima School Board Member, requesting our assistance on behalf of Church of St. Rose of Lima in Massapequa in conducting their Family Festival from July 14th through Saturday July 23rd, 2016.

The Highway Department can readily supply Four thousand Feet (4,000') of Plastic Snow Fencing plus the appropriate number of stakes, One hundred (100) Complete Barricades, Sixty (60) Traffic Cones, Twenty (20) Red Flags and Two (2) Temporary Handicap Signs for this worthwhile event to be utilized between Monday July 11, 2016 through Monday July 25th.

Further, the Church Festival Committee is requesting the following "No Parking Anytime" signs be posted no later than Monday, July 11, 2016 as follows:

- BAYVIEW AVENUE – EAST SIDE – STARTING AT THE SOUTH C/L OF MERRICK ROAD, SOUTH TO THE NORTH C/L OF HARBOUR LANE.
- MORTON AVENUE – NORTH SIDE – STARTING AT THE WEST C/L OF BAYVIEW AVENUE, WEST TO THE EAST C/L OF BILTMORE BLVD.

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


KEVIN M. HANIFAN
COMMISSIONER OF HIGHWAYS
KMH/taw

- c: Town Attorney (19) copies
- Doug Robalino, General Foreman 005
- Rich Buckley, 006
- Steve Kelly, Sign Bureau Supervisor
- Parks Department
- Justin McCaffrey, Dept. of Public Safety

RECEIVED
TOWN OF OYSTER BAY
COMMUNITY AFFAIRS
MAY 23 2016





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>

Mr. Kevin Hanifan
Highway Department
150 Miller Place
Syosset, New York 11791

April 12, 2016

Dear Mr. Hanifan,

The St. Rose of Lima Family Festival will be taking place this year from Thursday, July 14th through Saturday, July 23rd, 2016.

Your department's assistance in arranging for the use of the following equipment once again this year will be greatly appreciated:

- 4,000 feet of snow fencing
- 100 barricades and posts
- 60 traffic cones
- 20 red flags
- 2 temporary handicap signs

I will forward to you a copy of the Certificate of Insurance and Endorsement issued to the Town of Oyster Bay Department of Public Works-Highway to cover this equipment from **Monday July 11th**, **through Monday July 25th**, 2016.

In addition, we would like to request "No Parking Signs" be erected during the Festival on Bayview Avenue from Merrick Road two thirds of the way down Bayview (to the new homes) and on Morton Avenue one block south and one block west. This is the same area that was covered last year. **If possible we would like to request that the signs be erected also no later than Monday July 11, 2016.** Please email confirmation to me at cdiehl11@gmail.com.

Thank you for your assistance and consideration of this request. I can be reached at (516) 456-0443 if you have any questions.

Sincerely,

(Electronically signed)

Christopher Diehl, St. Rose of Lima School Board Member

DATE: 3/31/16

TO: HIGHWAY OPERATIONS

SUBJECT: Church of St. Rose of Lima Family Festival

PLEASE DELIVER TO:

Church Grounds
2 Bayview Ave Massapequa

CONTACT: Chris Diehl
516-456-0443

DATE OF EVENT:

7/14/16 – 7/23/16

SNOW FENCE:

4000 Ft w/posts

BARRICADES:

100

CONES:

60

MISC ITEMS:

20 red flags
2 handicapped signs

DELIVER ON:

7/11/16

PICKUP ON:

7/25/16

SIGNATURE:

PRINT NAME:

RETURNED ON:

CONES:

BARRICADES:

MISC. ITEMS:

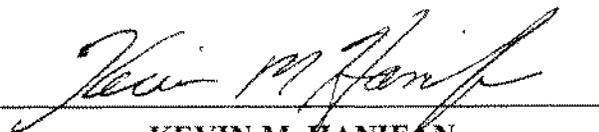
SNOW FENCE:

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 M. HANIGAN
COMMISSIONER OF HIGHWAYS

KMH/taw

C: Doug Robalino, General Foreman 005
Jack Grandine, Regional Foreman 007
Don Chandler, Area Foreman 022

Rich Buckley
Jeff VanNostrand
Public Safety Division





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2016

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ecclesia Assurance Company c/o Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Kara Neff
	PHONE (A/C, No. Ext): 6108915870 FAX (A/C, No.): 6108915874
	E-MAIL ADDRESS: Kneff@portercurtis.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: ECCLESIA ASSURANCE COMPANY
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
ST. ROSE OF LIMA CHURCH
2 BAYVIEW AVENUE
MASSAPEQUA, NY 11758

COVERAGES CERTIFICATE NUMBER: 366248 Account: 009037 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR			PKG-2015-1	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
							MED EXP (Any one person) \$ Not Covered
							PERSONAL & ADV INJURY \$ Included
							GENERAL AGGREGATE \$ None Applicable
							PRODUCTS - COMP/OP AGG \$ None Applicable
							\$
	ALTERNATIVE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per \$)
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRER AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EX-LIAB-2015-1	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ None Applicable
	DED: RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NYS If yes, describe under DESCRIPTION OF OPERATIONS below)						PER STATE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, additional Remarks Schedule, if more space is required)
The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with respect to the St. Rose Family Festival to be held 07/11/2016 - 07/25/2016.

CERTIFICATE HOLDER TOWN OF OYSTER BAY HIGHWAY DEPT & DEPT OF WORKS-SANITATION 150 MILLER PLACE SYOSSET, NY 11791	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kevin A. Curley</i>

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Reviewed By
Office of Town Attorney

Kevin H. Arledge

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 Coverage Part(s):
GENERAL LIABILITY

SCHEDULE

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

The definition of "insured" expressly includes the person or organization shown in the Schedule above as respects tort 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's Signature

10/16/2015
Date

Reviewed By
Office of Town Attorney
Mark A. Alvarado



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

This Agreement is made this 21 day of March 2016, by St. Rose of Lima RC Church (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 2 Bayview Ave Massapequa NY 11758
1000 ft snow fence, 100 barricades 60 cones 20 red flags
2 handicapped signs

For the event described as St. Rose of Lima Family Festival
The property/equipment is need from Monday, 7/11/16 to 7/25/16
The event for which the property and/or equipment is requested is is not a profit making event. all proceeds donated.

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:

St. Rose of Lima RC Church

Address of Organization:

2 Bayview Ave
Massapequa NY 11758

By: [Signature] Christopher DiNapoli
Authorized Representative

Title: Board Member St. Rose of Lima

Telephone Number (516) 476-0443

Reviewed By
Office of Town Attorney

[Signature]

[Signature]

Reviewed By
Office of Town Attorney

WHEREAS, James M. Kalinowski, Maria Regina Roman Catholic Church, 3945 Jerusalem Avenue, Seaford, New York 11783, by letter dated May 10, 2016, has requested the use of three hundred (300) feet of orange plastic snow fencing plus posts and thirty (30) complete barricades for its Annual School Carnival, to be held from June 23, 2016 through June 26, 2016; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, by memorandum dated May 19, 2016, has advised that the abovementioned equipment will not be required for use by the Town at that time, and the Highway Department has no objection to providing Maria Regina Roman Catholic Church with three hundred (300) feet of orange plastic snow fencing plus posts and thirty (30) complete barricades, for the Church's Annual School Carnival, from June 22, 2016 through June 27, 2016; and

WHEREAS, this Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of the abovementioned 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, three hundred (300) feet of orange plastic snow fencing plus posts and thirty (30) complete barricades, to Maria Regina Roman Catholic Church for its Annual School Carnival, from June 22, 2016 through June 27, 2016, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly authorized representatives;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment and in the conduct of the aforescribed activity; 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 aforementioned 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)
Highway
Parks
Public Safety

294

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TOWN OF OYSTER BAY

Inter-Departmental Memo

May 19, 2016

TO: MEMORANDUM DOCKET

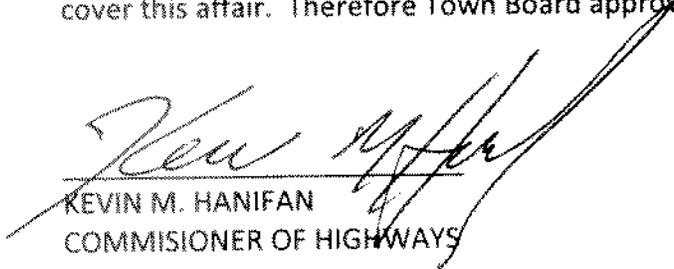
FROM: KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS

SUBJECT: MARIA REGINA R.C. CHURCH, SEAFORD
ANNUAL CARNIVAL JUNE 23rd – JUNE 26th 2016

Enclosed please find a copy of the letter from James Kalinowski, Maria Regina R.C. Church Carnival Committee, requesting our assistance on behalf of the Maria Regina R.C. Church in Seaford in conducting their annual School Carnival on June 23rd through June 26th, 2016.

The Highway Department can readily supply Three Hundred Feet (300') of Orange Plastic Snow Fencing plus the posts and Thirty (30) Complete Barricades for the event, from June 22nd thru June 27th, 2016

Also attached are a Certificate of Insurance, Endorsement Sheet and Hold Harmless Form 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 005
- Rich Buckley – 006
- Parks Department
- Justin McCaffrey, Commissioner, Public Safety Department

RECEIVED
 TOWN OF OYSTER BAY
 PUBLIC SAFETY AFFAIRS
 JUN 23 2016


Maria Regina R.C. Church
3945 Jerusalem Ave.
Seaford, NY 11783-1631

May 10, 2016

Mr. Kevin M. Hanifan
Town of Oyster Bay
Commissioner of Highways
150 Miller Place
Syosset, NY 11791
516 677 5839

Dear Mr. Hanifan,

This June Maria Regina R.C. Church will be holding its annual family carnival. As in the past, the Town has always been there to support our parish functions.

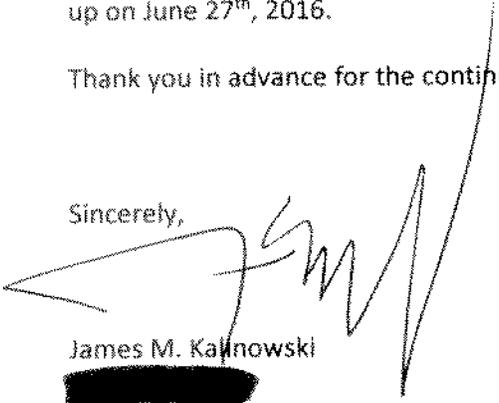
On behalf of the Maria Regina R.C. Church, I would like to request the use of the 30 wooden barricades and 300 ft. snow fencing.

The dates of the carnival are June 23, 24, 25, and 26th.

The material can be dropped off any day during the week on June 22th prior to our start date and picked up on June 27th, 2016.

Thank you in advance for the continued support of The Town of Oyster Bay.

Sincerely,


James M. Kalnowski




DATE: 4/13/16

TO: HIGHWAY OPERATIONS

SUBJECT: Maria Regina Church Annual Family Carnival June 23rd - June 26th, 2016

PLEASE DELIVER TO:

Maria Regina RC Church
3945 Jerusalem Avenue
Seaford, NY
Contact: Jim Kalinowski
516-965-5839

DATE OF EVENT: 6/23/16

BARRICADES: 30

SORT PAILS:

CVM TRUCK:

SNOW FENCE: 300'

DELIVER ON: 6/22/16

PICKUP ON: 6/27/16

SIGNATURE: _____

PRINT NAME: _____

RETURNED ON:

CONES:

BARRICADES:

MISC. ITEMS:

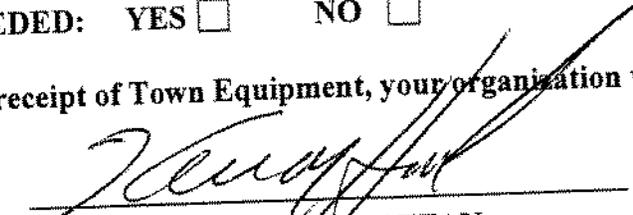
SORT PAILS:

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 M. HANIFAN
COMMISSIONER OF HIGHWAYS



KMH/taw

- C: Doug Robalino, General Foreman
- Jack Grandine, Regional Foreman
- Dan Lambert, Area Foreman
- Rich Buckley
- Jeff VanNostrand
- Public Safety Division



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2016

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ecclesia Assurance Company c/o Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME Kara Nell	PHONE (A/C No. Excl.) 6108919870	FAX (A/C No.) 6108919874	
	E-MAIL ADDRESS Kneff@portercurtis.com			
INSURED MARIA REGINA CHURCH 3945 JERUSALEM AVENUE SEAFORD, NY 11783	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A:	ECCLESIA ASSURANCE COMPANY		11882
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES CERTIFICATE NUMBER: 366712 Account: 000056 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADJR INSR	SUBR WVG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PKG-2015-1	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ None Applicable PRODUCTS - COMPROP AGG \$ None Applicable \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX-LIAB-2015-1	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ None Applicable \$ PER STATUS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Insuree include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with respect to the carnival from 06/23/2016 - 06/28/2016.

CERTIFICATE HOLDER

TOWN OF OYSTER BAY HIGHWAY DEPARTMENT
150 MILLER PLACE
SYOSSET, NY 11791

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kara Nell

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ACORD 28 (2014/01)

The ACORD name and logo are registered marks of ACORD

Reviewed By
Office of Town Attorney

Mark Palumbo

Policy Number: PKG-2015-1

Endorsement Number: 30
Date Effective: 11/1/2015

ADDITIONAL INSURED ENDORSEMENT

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

SCHEDULE

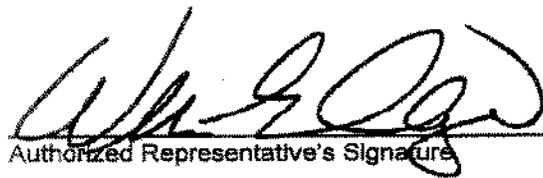
Town of Oyster Bay-Department of Parks, Department of Public Works (Highway and Sanitation), Department of Buildings (Town Hall), 150 Miller Place, Syosset, New York 11971

The definition of "insured" expressly includes the person or organization shown in the Schedule above as respects tort 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.

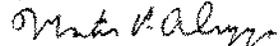
All other terms and conditions remain unchanged.

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's Signature

10/16/2015
Date

Reviewed By
Office of Town Attorney




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

This Agreement is made this 26th day of APRIL 2016, by MARIA REGINA R.C. CHURCH (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as MARIA REGINA R.C. CHURCH
GROUNDS LOCATED AT 3945 JERUSALEM AVE.
SEAFORD NY, TOWN OF OYSTER BAY, 11783 30 handicapped
300' of snow fence
For the event described as MARIA REGINA FAMILY CARNIVAL.
The property/equipment is need from JUNE 22nd to JUNE 27th 2016
The event for which the property and/or equipment is requested () is () is not a not a profit making event.

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

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

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

Name of Organization:

MARIA REGINA R.C. CHURCH

Address of Organization:

3945 JERUSALEM AVE
SEAFORD (TOWNSHIP) NY 11783

By: ROBERT DE ROSE
Authorized Representative

Title: BUSINESS MANAGER

Telephone Number: 516-798-2415

X [Signature]

Reviewed By
Office of Town Attorney
[Signature]

[Signature]

WHEREAS, Al Staab, Vice President of the Italian American Citizens Club of Oyster Bay, 48 Summit Street, Oyster Bay, New York 11771, by letter dated May 9, 2016, requests the closing of Municipal Parking Field O-6 in Oyster Bay, accompanied by the installation of twelve (12) metal signs, stating "No Parking After Midnight Monday, July 4, 2016 to Monday, July 11, 2016", the use of fifteen hundred (1,500) feet of orange plastic snow fencing plus sixty-five (65) posts, one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails and a waiver of the requirements of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, for the St. Rocco's Festival, to be held from July 6, 2016 through July 10, 2016; and

WHEREAS, Kevin M. Hanifan, Commissioner of the Highway Department, by memorandum dated May 19, 2016, has advised that he has no objection to the closing of Municipal Parking Field O-6 in Oyster Bay, accompanied by the installation of twelve (12) metal signs, white with red lettering stating "No Parking After Midnight Sunday, July 3, 2016 through Monday, July 11, 2016 at 12:00 Midnight", the use of fifteen hundred (1,500) feet of orange plastic snow fencing plus sixty-five (65) posts, one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails from July 5, 2016 to July 11, 2016 and a waiver of the requirements of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, for the St. Rocco's Festival, to be held from July 6, 2016 through July 10, 2016; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned requests are hereby accepted and approved, and Kevin M. Hanifan, Commissioner of the Highway Department, is hereby authorized to provide for the closing of Municipal Parking Field O-6 in Oyster Bay, accompanied by the installation of twelve (12) metal signs, white with red lettering stating "No Parking After Midnight Sunday, July 3, 2016 through Monday, July 11, 2016 at 12:00 Midnight", the use of fifteen hundred (1,500) feet of orange plastic snow fencing plus sixty-five (65) posts, one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails, from July 5, 2016 to July 11, 2016 and the restrictions of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, are waived from July 6, 2016 through July 10, 2016 for the duration of the event, subject to the following 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 designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activity; and

7/MS
Reviewed By
Office of Town Attorney
[Signature]

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 aforescribed 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 Safety
Parks

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TOWN OF OYSTER BAY

Inter-Departmental Memo

May 19, 2016

TO: MEMORANDUM DOCKET

FROM: KEVIN M. HANIFAN, COMMISSIONER OF HIGHWAYS

SUBJECT: ST. ROCCO'S FESTIVAL – MUNICIPAL FIELD O-6, OYSTER BAY
 SPONSORED BY ITALIAN AMERICAN CITIZENS CLUB OF OYSTER BAY
 TO BE HELD JULY 6th – JULY 10th, 2016

Enclosed please find a copy of the letter from Al Staab, Vice President, requesting our assistance on behalf of the Italian American Citizens Club of Oyster Bay in conducting the St. Rocco's Festival in Municipal Parking Field O-6 in Oyster Bay from Monday July 4th through Monday July 11th, 2016.

The Highway Department has no objection to the use of Municipal Parking Field O-6 in Oyster Bay and the equipment for this event and can readily supply Fifteen Hundred feet (1500') of Orange Plastic Snow Fencing plus Sixty Five (65) Posts, One Hundred (100) Complete Barricades, Twenty Five (25) Traffic Cones and Fifty (50) Yellow Sort Pails for this event, from July 5th thru July 11th, 2016.

The request for Twelve (12) Metal Signs (White with Red Lettering) stating "No Parking after Midnight Sunday, July 3rd, through Monday, July 11th, 2016 at 12:00 Midnight" has been forwarded to our Sign Bureau for action

The Organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay) on behalf of the Italian American Club of Oyster Bay during the celebration of the St. Rocco Festival from July 6th through July 10th, 2016.

Also attached 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 005
- Rich Buckley – 006
- Steve Kelly, Sign Bureau Supervisor
- Parks Department
- Justin McCaffrey, Commissioner, Department of Public Safety

RECEIVED
 TOWN OF OYSTER BAY
 PUBLIC AFFAIRS
 MAY 23 2016



DATE: 2/1/16

TO: HIGHWAY OPERATIONS

SUBJECT: Italian American Club of Oyster Bay "St. Rocco's Feast"

PLEASE DELIVER TO: **DATE OF EVENT:** 7/6/16- 7/10/16

Parking Field O-6
Fireman's Field
Contact:
Al Staab
516-250-7817

BARRICADES: 100
SORT PAILS: 50
SNOW FENCE: 1500ft & 65 posts
CONES: 25
MISC. ITEMS: 12 metal signs
DELIVER ON: 7/5/16
PICKUP ON: 7/11/16

SIGNATURE: _____

PRINT NAME: _____

RETURNED ON:

CONES:

BARRICADES:

MISC. ITEMS:

SORT PAILS:

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.

KMH/taw

KEVIN M. HANIFAN
COMMISSIONER OF HIGHWAYS

C: Doug Robalino, General Foreman 005
Peter Brown, Regional Foreman 009
Peter Brown, Area Foreman 009
Rich Buckley 006

Jeff VanNostrand
Public Safety Division
Ed Gioeli, DPW Admin
John Guarino, SORT Supervisor





**Italian American Citizens Club
of Oyster Bay
48 Summit St.**

May 9, 2016

Commissioner Kevin M. Hanifan

C/o Town of Oyster Bay
Highway Dept.
150 Miller Place, Syosset, New York 11791

Dear Commissioner Hanifan:

Once again, we are reaching out to you and the Town of Oyster Bay for support in continuing a long-standing tradition in Oyster Bay. In an effort to have a quality feast that the people of Oyster Bay and surrounding communities can enjoy we will need help and approval from the Town of Oyster Bay.

We are requesting the use of Fireman's Field # 06. The dates of the actual feast are **Wednesday, July 8th, 2015 through Sunday, July 10th, 2016**. However, just like last few years, we would need to shut down the area from Monday morning July 4th – Monday morning July 11th 2016. We will be responsible for the Town of Oyster Bay property and equipment from Tuesday July 5, 2016 – Monday July 11, 2016.

We would also need from the Town of Oyster Bay: portable lights, show-mobile, barriers, picnic tables, and Sanitation truck and trash receptacles.

Thank you for your help and please contact us with any questions or concerns.

Sincerely,

Al Staab
Vice President

A black rectangular redaction box covering the signature area.

A handwritten signature in the bottom right corner of the page.

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

This Agreement is made this 1st day of February 2016, by The Italian American Citizens Club of Oyster Bay

(Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Fireman's Field # 06. We would also need from the Town of Oyster Bay; portable lights, show-mobile, 100 barricades, picnic tables, Sanitation truck, 50 sort pails, 1500 ft. snow fence, 25 traffic cones and 12 metal signs.

The property/equipment is need from **Tuesday, July 5th, 2016 through Monday, July 11th, 2016**. However, just like last few years, we would need to shut down the area from Monday morning July 4th – Monday morning July 11th 2016.

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

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

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

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:

**Italian American Citizens Club of
Oyster Bay**

Address of Organization:
48 Summit St.

Oyster Bay, New York 11771

By: ***Al Staab***
Authorized Representative

Title: Vice President

Telephone Number: [REDACTED]





CERTIFICATE OF LIABILITY INSURANCE

ITALI-3 OP ID: DC

DATE (MM/DD/YYYY)
04/11/2016

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SCS Agency, Inc. 1981 Marcus Avenue, Suite 125 Lake Success, NY 11042 ANTHONY WAYNE CHARLES	CONTACT NAME ANTHONY WAYNE CHARLES	
	PHONE (ACS, Pn, Ext): 516-466-6007	FAX (ACS, Mob): 516-829-5857
ADDRESS: 		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Ins. Co		18058
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** parkin **REVISION NUMBER:**

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

ITEM LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES (IND, W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor/inn/rtm GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	EVD1982	07/03/2016	07/12/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COVERED ERRORS (BAY (SEE ACCIDENT) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

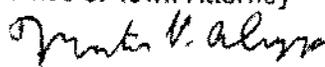
SUBJECT TO POLICY TERMS AND CONDITIONS: RE: St.Rocco's Feast 7/03/16-7/12/16
 The Town of Oyster Bay is additional insured under General Liability with respect to the use of parking fields 0-6 and various equipment.

CERTIFICATE HOLDER The Town of Oyster Bay 150 Miller Place Syosset, NY 11791	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ACORD 25 (2014/01)

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Reviewed By
 Office of Town Attorney




THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 07/03/2016

Name of Person or Organization (Additional Insured): Town of Oyster Bay, Dept of Sanitation, 150 Miller Pl,
Syosset, NY 11791

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Page of 1 of 5

Reviewed By
Office of Town Attorney

Walter P. Caloggero

[Handwritten Signature]

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated May 19, 2016, has requested authorization to accept the following donations presented to the Town of Oyster Bay Animal Shelter:

- Donation of \$50.00 by Marcia G. Goldstein and Jill L. Goldstein
- Donation of \$100.00 by Deepak Sherma
- Donation of \$100.00 by Salvatore Fezza and Lorraine Fezza
- Donation of \$50.00 by David Heitner and Maria Angelica Heitner

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Environmental Resources to accept the above stated donations, and that said donations be deposited in Account No. DER A 3510 41600 000 0000.

-#-

MS
 Reviewed By
 Office of Town Attorney

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

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

cc: Supervisor
 Town Attorney
 Comptroller (2)
 DER

296

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TOWN OF OYSTER BAY
Inter-Departmental Memo

May 19, 2016

TO: The Memorandum Docket
FROM: Neil O. Bergin, Commissioner of Environmental Resources
SUBJECT: ACCEPTANCE OF GIFTS TO THE ANIMAL SHELTER:
Donation to the Animal Shelter
DER File Nos.: A-100

The Department of Environmental Resources requests the Town Boards' Approval to accept the following donations presented to the Animal Shelter:

\$50.00 donated by Marcia G. Goldstein and Jill L. Goldstein

\$100.00 donated by Deepak Sherma

\$100.00 donated by Salvatore Fezza and Lorraine Fezza

\$50.00 donated by David Heitner and Maria Angelica Heitner

These gifts would benefit the Town by adding to the funds needed to purchase equipment and supplies for the shelter.

We respectfully request that the Town approve these donations, and that they be deposited in account DER A 3510 41600 000 0000.

If you should have any questions, please feel free to contact this department at 5784.


NEIL O. BERGIN
Commissioner of Environmental Resources

NOB/bp
Attachments
Copy: Town Attorney - w/ 19 copies
Robert J. McEvoy, Comptroller
Der file no. G500

MARCIA G GOLDSTEIN
JILL L GOLDSTEIN

127

1-1367/230
4887

Mar 23, 2016
Date

Pay to the Order of Team of Dogster Bay Animal Shelter \$ 50.00¹⁰⁰

Fifty and 00/100 Dollars

 Bank
America's Most Convenient Bank®

For Texas/ Thank you!

Marcia Goldstein

0427

3/23/16

To all at TOB Animal Shelter,

Please accept the donation
and my thank you for helping me with
my cat, Tuxedo.

Marcia Goldstein

Deepak Sharma
128 8th St.
Hicksville, NY 11801

04/04 2016

PAY to the ORDER of Town of Oyster Bay Animal Shelter \$ 100.00

One hundred dollars only DOLLARS

ASTORIA FEDERAL SAVINGS
102 BROADWAY MALL
HICKSVILLE, NEW YORK 11801
WWW.ASTORIAFEDERAL.COM
1-800-ASTORIA

For donation (long money loan)

[Signature]

1035

GREAT AMERICAN DISCOUNTS

DAVID HEITNER
MARIA ANGELICA HEITNER

1-2 47302 691
210

DATE 4/22/16

PAY TO THE ORDER OF Town of Oyster Bay Animal Shelter \$ 50.00

Fifty DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO Tiffany Donohue

[Signature]

SALVATORE FEZZA OR
LORRAINE FEZZA
52 MYERS AVE
HICKSVILLE, NY 11801-2535

2575
50-781/214

Date April 9 2016

Pay to the Order of T.O.B Animal Shelter \$ 100.00

One Hundred and 00/100 Dollars

Capital One Bank
Capital One, N.A.

For donation

Lorraine Fezza

[Signature]

2575

Meeting of June 7, 2016

Resolution No. 297 - 2016

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, Audrey Avenue, Oyster Bay, New York on, the 26th day of July, 2016, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of SUNRISE PROMENADE ASSOCIATES, fee owner, and MASSAPEQUA RESTAURANT JOINT VENTURE, lessee, for modification of a Special Use Permit and modification of existing Declaration of Covenants and Restrictions to permit interior alterations to an existing restaurant, allowing for 72 additional seats on premises located at 5204 Sunrise Highway, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block D, Lots 24 and 25, on the Land and Tax Map of Nassau County ; and be it further

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

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

Supervisor 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

7/16
Reviewed By
Office of Town Attorney

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, July 26, 2016, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from SUNRISE PROMENADE ASSOCIATES, fee owner, and MASSAPEQUA RESTAURANT JOINT VENTURE, lessee, for modification of a Special Use Permit and modification of existing Declaration of Covenants and Restrictions to permit interior alterations to an existing restaurant, allowing for 72 additional seats, on premises located at 5204 Sunrise Highway, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block D, Lots 24 and 25, on the Land and Tax Map of Nassau County. The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: June 7, 2016 , Oyster Bay, New York.

Reviewed By
Office of Town Attorney

297
14

Town of Oyster Bay
Inter-Departmental Memo

RECEIVED
TOWN OF OYSTER BAY
MAY 23 2016
TOWN ATTORNEY

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : May 23, 2016
SUBJECT: Sunrise Promenade Associates and
Massapequa Restaurant Joint Venture
Modification of Special Use Permit and
Modification of Declaration of Covenants and Restrictions
Premises: 5204 Sunrise Highway, Massapequa, New York
Section 53, Block D, Lots 24 and 25

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on July 26, 2016, in connection with the above referenced matter.

LEONARD GENOVA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st
Enclosure
File LA 2081

WHEREAS, by Resolution No. 724-2015, adopted on December 15, 2015, the Town Board authorized the Office of the Comptroller to enter into the second one (1) year extension of Contract No. PWC036-13, On-Call Auditing Services, with the firm Cullen and Danowski, LLP, to provide auditing services to the Town for the 2015 financial period, for an amount not to exceed \$101,000.00; and

WHEREAS, Robert J. McEvoy, Comptroller, by memorandum dated May 19, 2016, requests Town Board authorization to amend Resolution No. 724-2015, to increase the authorized amount for Contract No. PWC036-13 by \$23,000.00, as a result of time-constraints to complete the 2015 financial audit, unplanned increased personnel and overtime to accomplish said audit, anticipated additional auditing to establish a baseline for future capital budget reductions and the required financial reporting, increasing the total authorized amount for Contract No. PWC036-13 to \$124,000.00, with said funds to be drawn from Account No. TWN A 1989 44810 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the requests set forth hereinabove and authorizes Robert J. McEvoy, Comptroller, to increase the amount for Contract No. PWC036-13 by \$23,000.00, as a result of time-constraints to complete the 2015 financial audit, unplanned increased personnel and overtime to accomplish said audit, anticipated additional auditing to establish a baseline for future capital budget reductions and the required financial reporting, increasing the total authorized amount for Contract No. PWC036-13 to \$124,000.00, with said funds to be drawn from Account No. TWN A 1989 44810 000 0000.

-#-

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)

JMS
Reviewed By
Office of Town Attorney

13 498
TOWN OF OYSTER BAY

Inter-Departmental Memo

MAY 19, 2016

To: MEMORANDUM DOCKET

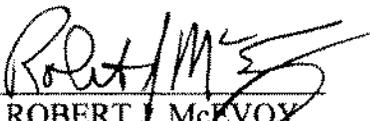
From: ROBERT J. McEVOY, COMPTROLLER

**Subject: ON-CALL AUDITING SERVICES PWC 036-13
AMENDMENT TO RESOLUTION 724-2015**

Town Board Resolution 724-2015 authorized the second, one (1) year extension of Contract No. PWC 036-13 with the firm Cullen & Danowski, LLP to provide auditing services to the Town for the 2015 financial period for an amount not to exceed \$101,000.00.

Town Board approval is requested to increase the authorization on Resolution No. 724-2015 by \$23,000.00. This increase is necessary as a result of the time-constraints to complete the 2015 financial audit, unplanned increased personnel and overtime to accomplish said audit, anticipated additional auditing to establish a baseline for future capital budget reductions and the required financial reporting.

Funds are available in account TWN A 1989 44810 000 0000.


ROBERT J. McEVOY
COMPTROLLER

RJM:mr

cc: Town Attorney (19)
Internal Audit Division (RFP File)
Reading File

WHEREAS, the Town Board by Resolution No 61-2001, adopted on January 23, 2001, authorized the Town of Oyster Bay (Town) to enter into Contract Number C310723, a Grant Agreement (Agreement) with the New York State Department of Environmental Conservation (NYSDEC) which this Agreement and subsequent amendments to the Agreement have made up to \$7,180,000.00 in state assistance available to the Town to be applied to the Oyster Bay Western Waterfront Improvement Project (Project); and

WHEREAS, the Town documented and pursued \$6,321,752.22 in project related expenditures for reimbursement through the Agreement, of which NYSDEC approved payment in the amount of \$6,008,000.51; and

WHEREAS, the Agreement had a contract period of August 28, 1999 through December 31, 2007, however, only expenditures incurred during this time frame may be considered as eligible for reimbursement through the Agreement, although, the Town continued to incur costs relative to this Project through its completion in 2010; and

WHEREAS, that Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Colin Bell of the Department of Intergovernmental Affairs, by memorandum dated May 20, 2016, request a Town Board Resolution authorizing the Supervisor, or his designee, to execute an amendment to Contract Number C310723 with the New York State Department of Environmental Conservation thereby extending the contract period end date from December 31, 2007 through December 31, 2010, which would allow for the Town to pursue reimbursement for Project related expenditures which are otherwise considered ineligible for reimbursement,

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, the Supervisor, or his authorized designee, are hereby authorized to execute an amendment to Contract Number C310723 with the New York State Department of Environmental Conservation thereby extending the contract period end date from December 31, 2007 through December 31, 2010 to allow the Town to pursue reimbursement for Project related expenditures which are otherwise considered ineligible for reimbursement.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs


Reviewed By
Office of Town Attorney
1/1/1

299

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

TO: MEMORANDUM DOCKET

FROM: COLIN BELL, INTERGOVERNMENTAL AFFAIRS

THROUGH: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

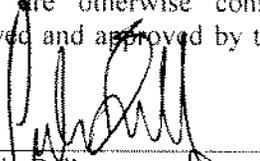
DATE: MAY 20, 2016

SUBJECT: OYSTER BAY WESTERN WATERFRONT IMPROVEMENT
PROJECT: CONTRACT #C310723 AMENDMENT

Resolution Number 61-2001 authorized the Town of Oyster Bay (Town) to enter into Contract Number C310723, a Grant Agreement (Agreement) with the New York State Department of Environmental Conservation (NYS DEC). This Agreement and subsequent amendments to the Agreement have made up to \$7,180,000.00 in state assistance available to the Town to be applied to the Oyster Bay Western Waterfront Improvement Project (Project). This Project is now complete. Per correspondence from the NYS DEC dated January 5, 2016, the Town documented and pursued \$6,321,752.22 in Project related expenditures for reimbursement through the Agreement of which NYS DEC approved payment in the amount of \$6,008,000.51. The Town is in pursuit of additional reimbursement for expenses incurred while facilitating this Project.

The Agreement currently has a contract period of August 28, 1999 through December 31, 2007. Only expenditures incurred during this time frame may be considered as eligible for reimbursement through the Agreement. The Town continued to incur costs relative to this Project through its completion in 2010. The Town's Department of Intergovernmental Affairs has requested that NYS DEC allow for the Agreement contract term to be extended through 2010 thereby making expenditures incurred by the Town from 2008 through 2010 eligible to be considered for reimbursement through the Agreement. NYS DEC has agreed to this request and have presented the Town with a proposed amendment to the Agreement. Execution of this amendment would extend the Agreement's contract period through 2010.

We are respectfully requesting a Town Board Resolution authorizing the Supervisor or his authorized designee to execute an amendment to Contract Number C310723 with the New York State Department of Environmental Conservation thereby extending the contract period end date from December 31, 2007 through December 31, 2010. This amendment to the Agreement would allow for the Town to pursue reimbursement for Project related expenditures which are otherwise considered ineligible for reimbursement. The proposed amendment has been reviewed and approved by the Office of the Town Attorney.



Colin Bell
Intergovernmental Affairs



Frank V. Sammartano
Deputy Commissioner

FVS:CB

cc: Town Attorney w/19 copies

RESOLUTION NO. 61-2001

Meeting of January 23, 2001

WHEREAS, Karl J. Leupold, P.E., Commissioner of the Department of Public Works, and Richard W. Lenz, P.E., First Deputy Commissioner of the Department of Public Works, by memorandum dated January 8, 2001, request and recommend that the Supervisor be authorized to sign and execute a State Assistance Contract, and any and all documents and papers which may be required, for the purpose of receiving a grant, in the amount of \$3,000,000.00, in connection with Contract No. DPW 98-703, Oyster Bay Western Waterfront Project,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor is hereby authorized and directed to execute a State Assistance Contract, relating to receiving a grant, in the amount of \$3,000,000.00, in connection with Contract No. DPW 98-703, Oyster Bay Western Waterfront Project; and be it further

RESOLVED, That Richard W. Lenz, P.E., First Deputy Commissioner of the Department of Public Works, is hereby authorized and directed to act on behalf of the Town in all matters related to this financial assistance.

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

Supervisor Venditto	Aye
Councilman Delligatti	Aye
Councilman Symons	Aye
Councilman Muscarella	Aye
Councilwoman Preston	Aye
Councilwoman Eisler	Aye
Councilman Macagnone	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
DPW
IGA

Reviewed By
Office of Town Attorney

<p>STATE AGENCY (Name & Address):</p> <p>NYSDEC DIVISION OF OPERATIONS 625 BROADWAY ALBANY NY 12233-5252</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01/3350000</p> <p>CONTRACT NUMBER: C310723</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>TOWN OF OYSTER BAY</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>OYSTER BAY WESTERN WATERFRONT IMPROVEMENT PROJECT</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000872 Federal Tax ID Number: 116001934 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>TOWN HALL SOUTH 977 HICKSVILLE ROAD MASSAPEQUA, NY 11758</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C310723

<p>CURRENT CONTRACT TERM: From: 08/28/1999 To: 12/31/2007</p> <p>CURRENT CONTRACT PERIOD: From: 08/28/1999 To: 12/31/2007</p> <p>AMENDED TERM: From: 08/28/1999 To: 12/31/2010</p> <p>AMENDED PERIOD: From: 08/28/1999 To: 12/31/2010</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 7,180,000</p> <p>AMENDED: \$ 7,180,000</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants

- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: Appendix A dated January 2014
Appendix B dated November 2015
Amendment #6

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract on the dates below their signatures.

CONTRACTOR:

Town of Oyster Bay
Town Hall South
977 Hicksville Road
Massapequa, NY 11758

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233

By: _____

Nancy W. Lussier

Printed Name

Title: Director of Management & Budget Services

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # C301723

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbccertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. **Postponement, suspension, abandonment or termination by the Department:**

The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. **Conflict of Interest**

(a) **Organizational Conflict of Interest.** To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may,

without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) **Personal Conflict of Interest:** The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has

developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. Requests for Payment All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

(Name and Title)

(Address)

(Telephone)

The designated appeal individual to review decisions is:

(Name and Title)

(Address)

(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Nancy W. Lussier Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(k) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IX. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII. **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.
- (4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVI. Force Majeure The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVII. Freedom of Information Requests The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release

and to support its position.

XVIII. Precedence In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

XIX. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

(1)The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

(2)The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department", to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

(3)Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address;

<https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the

areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the

implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of **10%** Minority Labor Force Participation, **10%** Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

- (2) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

- (1) For Waiver Requests Contractor should use Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(4) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the

Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

The following forms referenced in Article XVIII 3-A-3, 3B, 3C and 5A can be found at <http://www.dec.ny.gov/about/48854.html>

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION,
OYSTER BAY WESTERN WATERFRONT IMPROVEMENT PROJECT
AMENDMENT # 6**

THIS AMENDMENT is entered into between the NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION and the TOWN OF OYSTER BAY.

WHEREAS, the parties entered into a State Assistance Contract No. C 301723 on August 28, 1999, which was duly approved by the Attorney General's Office on February 23, 2001, and by the New York State Comptroller on March 14, 2001. This Agreement and such Amendments shall be referred to herein as the "Contract"; and

WHEREAS, the Contract has been extended as provided for in the original contract, thereby establishing the completion date of 12/31/07; and

WHEREAS, the Contract funds the Oyster Bay Western Waterfront Improvement Project, which was funded in accordance with Environmental Protection Fund, Article 92-s of the State Finance Law; and

WHEREAS, in accordance with the Oyster Bay Western Waterfront Plan Steering Committee Plan for the revitalization of Oyster Bay known as "Revised Plan D" the Project is in need of additional time to complete the funded projects; and

WHEREAS, additional EPF Stewardship funding has been established for these purposes.

WHEREAS, under the terms of the existing Contract all projects have progressed at a satisfactory pace, both the State and the Town have satisfied their obligations and work is being accomplished in a timely fashion; and

NOW THEREFORE, the parties hereto agree as follows:

1. The Department agrees to extend the active term of the existing Contract three years beyond the current expiration date of December 31, 2007 to December 31, 2010.
2. The Department agrees the total funding available under article 10 (c) of the Contract is \$7,180,000.00 (*seven million one hundred eighty thousand dollars and no cents*).
3. All other terms and conditions of the original contract remain in effect.
4. Appendix A is hereby replaced with Appendix A, dated January 2014.
5. Appendix B is hereby replaced with Appendix B, dated November 2015.

Meeting of June 7, 2016

BE IT ORDAINED, by the Town Board of the Town of Oyster Bay, County of Nassau, State of New York, that the Code of the Town of Oyster Bay, New York, adopted October 5, 1971, and recodified April 22, 1991, as Chapter 233, as amended, be and the same is further amended as follows:

That the following locations be ADDED to SECTION 17-25 of the said Code establishing thereunder the following intersections as STOP intersections and stop signs shall be erected at appropriate places facing traffic on the stop street. All traffic on a stop street approaching a through street from either direction, unless otherwise designated, shall come to a full stop before entering the through street.

	<u>THROUGH STREET</u>	<u>STOP STREET</u>
FARMINGDALE	PLITT AVENUE	GRAHAM STREET, north & south
MASSAPEQUA	PARKSIDE BOULEVARD	JERUSALEM AVE, eastbound
	JERUSALEM AVENUE	PARKSIDE BLVD, northbound
	PECONIC DRIVE SOUTH	PECONIC DRIVE, northbound
	PECONIC DRIVE SOUTH	PECONIC DRIVE NORTH, westbound
SYOSSET	BURKE LANE	WILLETS DRIVE, eastbound
	BURKE LANE	WILLETS DRIVE, southbound

That the following locations be ADDED to SECTION 17-44 of the said Code establishing LEFT OR RIGHT TURNS SHALL OR SHALL NOT BE MADE OR MUST TURN, as the case may be, which shall be appropriately designated by posted signs: BETHPAGE: Stewart Avenue - No Left Turn - westbound traffic exiting from the Parking Lot of 1065 Stewart Avenue shall be prohibited from turning left onto Stewart Avenue. Exit from the Parking Lot of 1065 Stewart Avenue opposite Cedar Avenue shall be prohibited from turning left onto Stewart Avenue. MASSAPEQUA - East Shore Drive - traffic shall be prohibited from turning left onto Peconic Drive North.

That the following locations be ADDED to SECTION 17-152 of the said Code establishing NO STOPPING ZONES, which shall be appropriately designated by posted signs: GLEN HEAD - Roslyn Drive - No Stopping Here to Corner - east side - starting at the north curblineline of Glen Head Road, north for a distance of 45 feet. HICKSVILLE - East Nicholai Street - No Stopping Here to Corner - south side - starting at the east curblineline of Broadway, east for a distance of 50 feet; north side - No Stopping Here to Corner - starting at the east curblineline of Broadway, east for a distance of 50 feet. MASSAPEQUA - Merrick Road - No Stopping Anytime - south side - starting at a point 192 feet west of the west curblineline of East Shore Drive, west for a distance of 35 feet. OYSTER BAY - East Main Street - No Stopping Here to Corner - north side - starting from the west curblineline of Harbor Road, west for a distance of 35 feet; south side - starting from the west curblineline of Sandy Hill Road, west for a distance of 35 feet. PLAINVIEW - Gerhard Road (Main Road) - No Stopping Here to Corner - west side - starting from the north curblineline of Margaret Drive, north for a distance of 40 feet. SYOSSET - Lenore Street - No Stopping Here to Corner - south side - starting at the west curblineline of Cedar Street, west for a distance of 35 feet; north side - starting at the west curblineline of Cedar Street, west for a distance of 35 feet. Willets Drive - No Stopping Here to Corner - east side - starting from the east curblineline of Burke Lane, north for a distance of 35 feet.

That the following locations be DELETED from SECTION 17-152 of the said Code: GLEN HEAD - Roslyn Drive - No Stopping Here to Corner - east side - starting at the north curblineline of Glen Head Road, north for a distance of 30 feet. HICKSVILLE - East Nicholai Street - No Stopping Anytime - south side - starting at the east curblineline of Kraemer Street, east to the west curblineline of East Marie Street. MASSAPEQUA - Merrick Road - No Stopping Anytime - south side - starting at a point 192 feet west of the west curblineline of East Shore Drive, west for a distance of 25 feet.

Reviewed By
Office of Town Attorney

Thomas M. J. [Signature]

That the following location be ADDED to SECTION 17-153 of the said Code establishing NO STOPPING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs: HICKSVILLE - East Nicholai Street - No Stopping except Saturday, Sunday and Holidays - south side - starting at a point 50 feet east of the east curblineline of Broadway, east to the L.I.R.R. trestle.

That the following location be DELETED from SECTION 17-165 of the said Code: HICKSVILLE - East Nicholai Street - No Parking Anytime - south side - east and west of both driveway entrance/exits to St. Ignatius Parish, for a distance of 10 feet.

That the following locations be ADDED to SECTION 17-166 of the said Code establishing NO PARKING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs: GLEN HEAD - Roslyn Drive - No Parking 8pm to 3am Fridays and Saturdays - east side - starting at a point 45 feet north of the north curblineline of Glen Head Road, north for a distance of 455 feet. Oaklawn Avenue - No Parking 8am to 10am, except Saturday, Sunday and Holidays - west side - starting the north curblineline of Hewlett Place, north for a distance of 75 feet. HICKSVILLE -Fourth Street - No Parking 8am to 2pm School Days - south side - starting at a point 50 feet west of the extended west curblineline of Jerusalem Avenue, west to the east curblineline of Division Avenue. MASSAPEQUA - Grove Street - No Parking 9am to 5pm except Saturday, Sunday and Holidays - south side - starting at a point 175 feet east of the east curblineline of Seaford Avenue, east for a distance of 60 feet. North Cedar Street - No Parking 9am to 5pm except Sunday and Holidays - north side - starting at a point 277 feet east of the east curblineline of North Broadway, east for a distance of 50 feet. SYOSSET - Lenore Street - No Parking 3pm to 12am - south side - starting at a point 113 feet west of the west curblineline of Cedar Street, west for a distance of 100 feet. Albergo Lane - No Parking 7am to 10am except Saturday, Sunday and Holidays - east side - starting at a point 184 feet south of the south curblineline of Convent Road, south for a distance of 81 feet.

That the following locations be DELETED from SECTION 17-166 of the Said Code: GLEN HEAD - Roslyn Drive - No Parking 8pm to 3am Fridays and Saturdays - east side - starting at a point 30 feet north of the north curblineline of Glen Head Road, north for a distance of 470 feet. MASSAPEQUA - Grove Street - No Parking 9am to 5pm except Sunday and Holidays - south side - starting at a point 175 feet east of the east curblineline of Seaford Avenue, east for a distance of 60 feet.

That the following location be ADDED to SECTION 17-168 of the said Code, establishing LIMITED PARKING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs: HICKSVILLE - East Nicholai Street - Two Hour Parking 8am to 6pm except Saturday, Sunday and Holidays - south side - starting at the west curblineline of Kraemer Street, west to the west side of the L.I.R.R. Trestle. MASSAPEQUA - Broadway - Two Hour Parking 8am to 8pm - west side - starting at a point 30 feet north of the north curblineline of Chicago Avenue, north for a distance of 15 feet.

That the following location be DELETED from SECTION 17-168 of the said Code: HICKSVILLE - Fourth Street - Two Hour Parking 8am to 2pm School Days - south side - starting at a point 50 feet west of the extended west curblineline of Jerusalem Avenue, west to the east curblineline of Division Avenue. East Nicholai Street - Two Hour Parking 8am to 6pm School Days - south side - starting at the west curblineline of Kraemer Street, west to the west side of the L.I.R.R. Bridge; south side - starting at the west curblineline of Kraemer Street, west for a distance of 205 feet.

That the following locations be DELETED from SECTION 17-175 of the said Code: HICKSVILLE - East Nicholai Street - No Standing Anytime - south side - starting at the east curblin of Broadway, east for a distance of 50 feet; north side - starting at the east curblin of Broadway, east for a distance of 50 feet.

That the following locations be ADDED to SECTION 17-184 of the said Code establishing: NO PARKING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs: SYOSSET - Woodbury Way - No Parking 8am to 10am except Saturday, Sunday and Holidays - west side - starting at the north curblin of Church Street, north for a distance of 145 feet; east side - starting at a point 38 feet opposite the north curblin of Church Street, north for a distance of 200 feet; No Parking 12pm to 2pm except Saturday, Sunday and Holidays - starting at a point 66 feet north of the north curblin of East Street, north to the south curblin of Church Street.

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 Works
Traffic Safety

MS
REVIEWED BY
Office of Town Attorney

WHEREAS, Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 19, 2016, recommends that a refund in the amount of \$100.00 be authorized to Mr. Andrew Bergmann, 108 Harrison Place, Massapequa, New York 11758, under account number PAD B 0001 02555 000 0000, for Building Permit No. R15003720, obtained on September 16, 2015, for the installation of one (1) sewer connection, which had to be replaced due to damage caused by Superstorm Sandy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Planning and Development is hereby authorized to issue to Mr. Andrew Bergmann a refund in the amount of \$100.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller; and be it further

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

-#-

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

Supervisor 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

12. 301

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 19, 2016

TO: MEMORANDUM DOCKET
FROM: OFFICE OF THE COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
SUBJECT: RESIDENT REFUND – ANDREW BERGMANN

Pursuant to the Code of the Town of Oyster Bay, this department granted a Plumbing Permit Number R15003720, dated September 16, 2015, in the amount of \$100.00 for the installation of one (1) sewer connection. This property is located at 108 Harrison Place, Massapequa, New York 11758. The replacement of the sewer line was due to Storm Sandy and therefore, the fee is being waived.

In light of the aforementioned facts, a one hundred dollar (\$100.00) refund, receipt #01000407205, for Plumbing Permit Number R15003720, the fee associated with this permit should be refunded to Mr. Andrew Bergmann, 108 Harrison Place, Massapequa, New York 11758 under account number PAD B 0001 02555 000 0000.



Timothy R. Zike
Deputy Commissioner
Department of Planning and Development

TRZ:ds
cc: Town Attorney (w/19 copies)

TOWN OF OYSTER BAY

2 ITEMS OF 2

PERMIT RECEIPT

OPERATOR: dmody
COPY # : 1

Sec:65 Twp:Oyster B Rng: Sub: Blk:44 Lot:1638
SBL: 65-44-1638

DATE ISSUED.....: 09/16/2015
RECEIPT #.....: 01000407205
REFERENCE ID # ...: 15090308

Permit Num: R15003720
SITE ADDRESS: 108 HARRISON PL
SUBDIVISION:
CITY: MASSAPEQUA
IMPACT AREA:

OWNER: BERGMANN ANDREW J & M ELIZABET
ADDRESS: 241 FOREST AVENUE
CITY/STATE/ZIP ...: MASSAPEQUA, NY 11758

RECEIVED FROM: RECEIPT INTERFACE
CONTRACTOR: PLUMBING WORK ONLY LIC # PLUMBER
COMPANY: PLUMBING WORK ONLY
ADDRESS:
CITY/STATE/ZIP: ,
TELEPHONE:

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-CA	FIXTURES	1.00	25.00	0.00	25.00	0.00
B-RSEWER		1.00	75.00	0.00	75.00	0.00
TOTAL PERMIT :			100.00	0.00	100.00	0.00
METHOD OF PAYMENT		AMOUNT	REFERENCE NUMBER			
MONEY ORDER		100.00	22710349945			
TOTAL RECEIPT :		100.00				

DEPARTMENT OF PLANNING AND DEVELOPMENT

TOWN HALL WEST, 74 AUDREY AVENUE, OYSTER BAY, NY 11771
TEL. 516-624-6200 FAX 516-624-6240



THE OFFICE OF THE COMMISSIONER

October 28, 2013

Mr. & Mrs. A. Bergmann
108 Harrison Place
Massapequa, New York 11758

RE: 108 Harrison Place, Massapequa, New York 11758
SECTION 65. BLOCK 44. LOT(S) 1638, 1639 & 1640

Dear Mr. & Mrs. Bergmann:

The Town is in receipt of Mr. Eric J. Pelletier, R.A., Structural Damage Assessment, dated October 15, 2013, in connection with the above referenced property.

Please be advised that the New York State Building Code states that when a dwelling, located within a flood zone, sustains "Substantial Damage" to more than 50% of the market value of the existing structure (before the damage occurred), all of the construction and or reconstruction of the dwelling must comply with the current building ordinances and regulations of the New York State Building Code (see attached).

A review of the documents and reports submitted by your licensed design professional in connection with the repair of damage, reveals that the damage to the above stated property due to Storm Sandy meets the criteria for such a determination. As a result thereof, your property located at the above mentioned property, is deemed to be substantially damaged.

Thank you for your attention to this matter. If you have any questions, kindly contact my Deputy Commissioner, Mr. Timothy R. Zike at (516) 624-6267.

Very truly yours,

Frederick P. Ippolito
FREDERICK P. IPPOLITO
COMMISSIONER

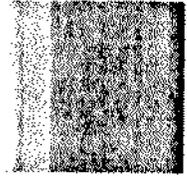
FPI:FRS:ds
Cc: Eric J. Pelletier, R.A.



TOWN OF OYSTER BAY

Andrew Bergmann
108 Harrison Place
Massapequa, New York 11758

Did T.O.B. charge
a B.P. Fee?



January 27, 2016

Timothy R. Zike
Deputy Commissioner
Town of Oyster Bay
71 Audrey Avenue
Oyster Bay, New York 11771

R 1400-420-
in fund \$1,000.00
R 1500-3720-
in fund \$110.00
Refund - 3/8/2016

Dear Mr. Zike,

I am requesting a refund for my building permit for the Nassau County sewer line connection of \$100. The refund should be made out to me Andrew Bergmann.

The permit # is R15003720, Building Permit #RL1003430. The building is substantially damaged house of more than 50%.

Enclosed is the 50% damaged letter, copy of checks, copy of Nassau County Sewer Line Permit, Paid Receipt from Plumber.

Warm regards,


Andrew Bergmann

Building Permit

R15003720

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



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

School District	Section/Block/Lot	Zone	Application No.	ZBA Number	ZBA Date	Receipt No.
Massapequa	65-44-1638	R1-7	15090308			01000407205

Permit Fee PLUMBING WORK ONLY	Contractor PLUMBING WORK ONLY
Property Owner BENJAMIN ARONOWITZ & MELIZABETH 3477 FOREST AVENUE MASSAPEQUA, NY 11758 (516) 662-0341	Plumber GREENFIELD PLUMBING & HEATING 39 PARK DR LIDO BEACH NY 11561 516-431-1050
	Electrician

Address of Actual Construction 108 HARRISON PL MASSAPEQUA, NY 11758		Tenant
Permission Granted for the INSTALLATION OF	Estimated Cost of Construction \$0	

RENEWED MASSAPEQUA POLITY WATER CONNECTION AS PER TOWN OF OYSTER BAY CODE. NCH# G15-136113 HWY# 25285
 DATE 09/14/2015

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

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

Located On	Side Of	Feet	Of		Post Office
E	HARRISON PLACE	160.00	E	FOREST AVENUE	MASSAPEQUA

DESCRIPTION	FEE	PAID	BALANCE
CA	25.00	25.00	0.00
PLUMBING	75.00	75.00	0.00
*** PER TOTALS ***	100.00	100.00	0.00

TOTAL PAID AFTER APPLICATION FEE APPLIED: \$100.00

Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.	Changes regardless of size from the stamped approval plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.
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INSPECTIONS	
DRAINAGE INSPECTIONS	PLUMBING INSPECTIONS
* There are numerous inspection requirements that vary according to the type of structure built or maintained. Some but not all of the required inspections follow: * Foundation * Excavation * Footing * Foundation * Foundation * Foundation * Foundation * Foundation * Foundation * Foundation * Foundation	* Underground plumbing - before backfilling * Rough plumbing - before closed up and ready for test * Final inspection when all fixtures are set * Sewer connection - spot check * Sanitary systems. (Excavation/Construction) * Installation or replacement of burners. (oil, gas, electric) * All Tanks - inground or above. (Check with Building Division for required testing and inspection) * Pressure tests are required for any natural or propane gas installation. * Alteration or replacement * Hydrostatic pressure testing must be witnessed by a plumbing inspector * For all fire sprinkler systems

DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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

Date Issued:	09/16/2015	Work Must Start By:	3/16/16
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CO must be issued by 09/16/2016 or permit will expire unless renewed prior to expiration.

Permitted copy of approved plans must be available at the site for all inspections

Deputy Commissioner, Department of Planning and Development

W. J. ...
Reviewed By
Office of Town Attorney
Thomas ...

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, Audrey Avenue, Oyster Bay, New York on, the 21st day of June, 2016, at 8:00 o'clock, p.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of KRE BROADWAY OWNER, LLC, fee owner, for a Special Use Permit to permit an active recreation use with game room in a General Business (GB) Zone, approximately 49,223 square feet in size, within the existing enclosed mall, at the Broadway Mall Shopping Center, located on the west side of Broadway (a/k/a Route 106/107), Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381 on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in Mid-Island Times and Hicksville Illustrated newspapers of general circulation within the Town of Oyster Bay.

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

Supervisor 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

Reviewed By
Office of Town Attorney
John M. Altadonna

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, June 21st, 2016, at 8:00 p.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from KRE BROADWAY OWNER, LLC, fee owner, for a Special Use Permit to permit an active recreation use with game room in a General Business (GB) Zone, approximately 49,223 square feet in size, within the existing enclosed mall at the Broadway Mall Shopping Center, located on the west side of Broadway (a/k/a Route 106/107), Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381 on the Land and Tax Map of Nassau County. The abovementioned Petition and maps which accompany it are on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: June 7, 2016, Oyster Bay, New York.

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Town of Oyster Bay
Inter-Departmental Memo

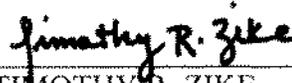
TO: MEMORANDUM DOCKET

**FROM: TIMOTHY R. ZIKE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT**

DATE: MAY 23, 2016

**SUBJECT: SAVE A SPACE ON THE
TOWN BOARD CALENDAR OF JUNE 7, 2016
ON-CALL PLANNING SERVICES
SUPPLEMENTAL MEMO TO FOLLOW**

It is respectfully requested that the Memorandum Docket Committee save a space on the next Town Board Calendar of June 7, 2016, for an item from this Department regarding On-Call Planning Services. A supplemental memo will follow.



TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

TZ
cc: Town Attorney (+ 19 copies)

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, Audrey Avenue, Oyster Bay, New York on, the 21st day of June, 2016, at 8:00 o'clock, p.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of KRE BROADWAY OWNER, LLC, fee owner, for a Special Use Permit to permit a fast food restaurant with drive-thru service in a General Business (GB) Zone in a new building, approximately 1,975 square feet in size, as an out parcel at the Broadway Mall Shopping Center, located on the west side of Broadway (a/k/a Route 106/107), Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381 on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in Mid-Island Times and Hicksville Illustrated newspapers of general circulation within the Town of Oyster Bay.

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

Supervisor 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

M. J. ...
Reviewed By
Office of Town Attorney
John M. ...

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, June 21st, 2016, at 8:00 p.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from KRE BROADWAY OWNER, LLC, fee owner, for a Special Use Permit to permit a fast food restaurant with drive-thru service in a General Business (GB) Zone in a new building, approximately 1,975 square feet in size, as an out parcel at the Broadway Mall Shopping Center, located on the west side of Broadway (a/k/a Route 106/107), Hicksville, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block D, Lots 1237, 1260, 1261, 1265, 1268, 1273, 1286, 1287, 1289, 1290, 1292, 1293, 1299, 1352, 1364, 1366, 1374, 1375, and 1381 on the Land and Tax Map of Nassau County. The abovementioned Petition and maps which accompany it are on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: June 7, 2016, Oyster Bay, New York.

Reviewed By
Office of Town Attorney
John Altadonna, Jr.

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TOWN OF OYSTER BAY
Inter-Office Memorandum

TO: MEMORANDUM DOCKET

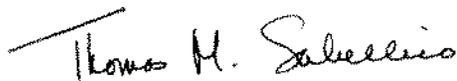
FROM: OFFICE OF THE TOWN ATTORNEY

DATE: May 24, 2016

SUBJECT: KRE BROADWAY OWNER, LLC (ROUND 1) for a
Special Use Permit to permit an active
recreation use with game room.
Section 11, Block D, Lots 1260, 1261, 1265,
1268, 1273, 1286, 1287, 1289, 1290, 1292,
1293, 1299, 1352, 1364, 1366, 1375, 1379, 1237,
1374 and 1352

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing for a Public Hearing to be held on June 21, 2016 in connection with the above referenced matter. A Supplemental Memo will follow.

LEONARD GENOVA
TOWN ATTORNEY



Thomas M. Sabellico
Special Counsel

ABM/jam
cc: Town Attorney with 19 copies

Meeting of June 7, 2016

Resolution No. 304-2016

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on June 7, 2016, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated June 6, 2016, recommends Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 20, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration, and

WHEREAS, during the aforementioned Public Hearing, it was decided that the proposed Building Permit Amnesty Program under the proposed Local Law should begin immediately upon the adoption of the Local Law and the filing of same with the Office of the Secretary of State,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to create a Building Permit Amnesty Program is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 20; and be it further

RESOLVED, by the Town Board of the Town of Oyster Bay, as follows: That Local Law 1 -2016, entitled "A LOCAL LAW CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY", is hereby adopted, as amended, and shall take effect immediately upon filing with the Secretary of State; and be it further

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

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

Supervisor 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

Reviewed By
Office of Town Attorney
[Signature]