APPROVED Deputy COMMISSIONER OF HUMAN RESOURCES

Meeting of December 13, 2016 RESOLUTION P-1-17

WHEREAS, The 2017 Budget, adopted November 15, 2016 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2017 Budget, on November 15, 2016, was by a Resolution of the Town Board; and

WHEREAS, Resolution #P1063, dated December 12, 1972, provides a procedure for the amendment of the Resolution establishing grades, salaries and titles as required and requested by Department Heads,

NOW, THEREFORE, BE IT RESOLVED, That the Budget as adopted be and hereby is amended to reflect the approved additions and deletions as indicated by the attached.

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

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

Town Clerk
Cc: Town Board
Supervisor
Human Resources
Comptroller
Payroll

APPROVED
COMMISSIONER OF HUMAN RESOURCES

Meeting of December 13, 2016 Resolution No. PA-1- 2017

RESOLVED, That the following personnel be and hereby are appointed in the Department of Planning and Development, at the maximum amount not to exceed as indicated below effective from January 1, 2017 through December 31, 2017.

Albert Bruns, 40 West Drive, North Massapequa, New York, as Chairman of the Examining Board of Electricians, at $100.00 per meeting and a maximum of $2,400.00;

John Viteritti, 1 Tides Court, Bayville, New York, as a member of the Examining Board of Electricians, at $80.00 per meeting and a maximum $1,920.00;

Thomas Bailey, Sr., 230 North Albany Avenue, North Massapequa, New York, as a member of the Examining Board of Electricians, at $80.00 per meeting and a maximum $1,920.00;

Brian Quinn, 32 Arrow Lane, Hicksville, New York, as a member of the Examining Board of Electricians, at $80.00 per meeting and a maximum of $1,920.00.

Robert Ceriello, 54 Maple Avenue, Farmingdale, New York as a member of the Examining Board of Electricians, at $80.00 per meeting and a maximum of $1,920.

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

Town Clerk
cc: Human Resources
Town Board
Supervisor
Comptroller
Payroll
Planning & Development

Meeting of December 13, 2016 Resolution No. PA-2-2017

RESOLVED, That the following personnel be and hereby are appointed in the Department of Planning and Development, at the maximum amount not to exceed as indicated below effective from January 1, 2017 through December 31, 2017.

Barry Konchinski, 33 Georgia Street, Hicksville, New York, as Chairman of the Examining Board of Plumbers, at $100.00 per meeting and a maximum of $2,400.00;

Thomas Blacharski, 22 Glen Cove Drive, Glen Head, New York, as member of the Examining Board of Plumbers, at $80.00 per meeting and a maximum $1,920.00;

Keith Brigandi, 6 Cedar Street, Hicksville, New York, as a member of the Examining Board of Plumbers, at $80.00 per meeting and a maximum of $1,920.00;

Michael Silvestri, 46 Cornell Lane, Hicksville, New York, as a member of the Examining Board of Plumbers, at $80.00 per meeting and a maximum of $1,920.00;

James Lorenzo, 94 Perry Avenue, Bayville, New York, as member of the Examining Board of Plumbers, at $80.00 per meeting and a maximum $1,920.00;

APPROVED
Deputy COMMISSIONER OF HUMAN RESOURCES

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

Town Clerk
cc: Human Resources
Town Board
Supervisor
Comptroller
Payroll
Planning & Development

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PA1-17
PA2-17

TOWN OF OYSTER BAY

Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: TIMOTHY R. ZIKE, ACTING COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: NOVEMBER 22, 2016

Subject: RECOMMENDATION FOR APPOINTMENTS – 2017
EXAMINING BOARD OF ELECTRICIANS
EXAMINING BOARD OF PLUMBERS

Please be advised that the terms of the various members of the above referenced Boards expire on December 31, 2016.

Since these Boards continue to perform an important service for the Town of Oyster Bay, we are recommending that the following members be appointed for a one-year period beginning on January 1, 2017 through December 31, 2017. Funds for this purpose are available in Account No. PAD B 3620.12000.000.0000.

Examining Board of Electricians

Albert Bruns	(Chairman)	Slot No.712002	$100/meeting	$2,400.00
Brian Quinn	(Member)	Slot No. 712003	$80/meeting	1,920.00
Robert Ceriello	(Member)	Slot No. 712005	$80/meeting	1,920.00
Thomas Bailey	(Member)	Slot No. 712010	$80/meeting	1,920.00
John Viteritti	(Member)	Slot No. 712004	$80/meeting	1,920.00

Examining Board of Plumbers

Barry Konchinski	(Chairman)	Slot No.712007	$100/meeting	$2,400.00
Thomas Blacharski	(Member)	Slot No. 712006	$80/meeting	1,920.00
Keith Brigandi	(Member)	Slot No. 712008	$80/meeting	1,920.00
Michael Silvestri	(Member)	Slot No. 712009	$80/meeting	1,920.00
James Lorenzo	(Member)	Slot No. 712001	$80/meeting	1,920.00

Timothy R. Zike
TIMOTHY R. ZIKE
ACTING COMMISSIONER

TRZ:kd
cc: Town Attorney, 10 copies

Meeting of December 13, 2016 Resolution No. TF20-2016

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

ITEM NO.	DEPT.	DEBIT
062-16	CMP	SEE ATTACHED

-#-

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)

TOWN OF OYSTER BAY

Inter-Departmental Memo

DECEMBER 12, 2016

To: HONORABLE MEMBERS OF THE TOWN BOARD

From: CHRISTINE M. WISS, DEPUTY COMPTROLLER

Subject: TRANSFER OF FUNDS REQUESTED - DOCKET DATED 12/6/16

In accordance with Chapter 38-4, please be advised that, except as otherwise indicated, there are sufficient funds available for the below listed transfer(s):

DOCKET ITEM #	DEPT.	ITEM NUMBER	$ AMOUNT	FROM	TO
2A	CMP	062-16	SEE ATTACHED		

Christine M. Wiss
CHRISTINE M. WISS
DEPUTY COMPTROLLER

Attachment

CMW:ms

cc: Town Clerk
Town Board (7)
Accounting, Accounts Payable
Reading File

APPROVED BY THE TOWN BOARD AT ITS MEETING OF 12/13/2016 AS CERTIFIED BY THE OFFICE OF THE TOWN CLERK

JAMES ALTADONNA, JR.
TOWN CLERK

TOWN OF OYSTER BAY

Inter-Departmental Memo

DECEMBER 1, 2016

To: **MEMORANDUM DOCKET**

From: **CHRISTINE M. WISS, DEPUTY COMPTROLLER**

Subject: **2016 TRANSFER & CLOSING ENTRIES**

Permission is requested that as of December 13, 2016 and continuing through the closing of the 2016 accounting books, that the Comptroller's Office be authorized to make any necessary transfer of funds or closing entries for the 2016 accounting books. This is necessary so that the accounting books accurately reflect the transactions conducted by the various Town Departments.

At the conclusion of the 2016 close, all transfer entries will be forwarded to the Memorandum Docket.

Christine M. Wiss
CHRISTINE M. WISS
DEPUTY COMPTROLLER

CMW:bhs

cc: Town Attorney (10)
Accounts Payable Division
Accounting Division
Reading File

Meeting of December 13, 2016 Resolution No. 662 -2016

Reviewed By
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated November 17, 2016, has requested Town Board approval to employ the services of the following performers, at $300.00 for each performer for a total not to exceed $3,000.00, for the 2017 "Children's Magical Music and More" program, for the dates and locations below noted with funds for these fees available in Account CYS A 7020 47660 000 0000 Special Events:

Check payable to: Leland Faulkner
WORLD OF WONDER
Leland Faulkner
2426 Turner Road, Auburn, Maine 04210
Saturday, January 14, 2017 at 2:00 p.m.
Hicksville Public Library

Check payable to: PetraPuppets
PETRAPUPPETS WACKY FRIENDS
PetraPuppets
643 South Fifth Street, Lindenhurst, New York 11757
Saturday, January 28, 2017 at 2:00 p.m.
Locust Valley Library

Check payable to: Seth Bloom
BUBBLEMANIA
Seth Bloom
10 Saint Nicholas Terrace #10, New York, New York 10027
Sunday, February 12, 2017 at 1:00 p.m.
Massapequa Public Library

Check payable to: Ballet Long Island
BALLET LONG ISLAND: SLEEPING BEAUTY
Ballet Long Island
1863 Pond Street, Ronkonkoma, New York 11779
Wednesday, February 22, 2017 at 2:00 p.m.
Bethpage Public Library

Check payable to: Wildlife Conservation Society
WILDLIFE THEATER FROM THE CENTRAL PARK ZOO: Butterfly Boogie
Wildlife Conservation Society, Attn: Education Department
2300 Southern Blvd. Bronx, New York 10460
Saturday, March 11, 2017 at 2:00 p.m.
Locust Valley Library

Check payable to: Agostino & Co. Performing Arts
CHRISTOPHER AGOSTINO'S STORY FACES
Agostino & Co. Performing Arts
3 Windsor Road, Baldwin, New York 11510
Sunday, March 12, 2017 at 1:00 p.m.
Massapequa Public Library

Check payable to: Jim Maurer
JESTER JIM
Jim Maurer
56 Candido Avenue, Shirley, New York 11967
Saturday, March 25, 2017 at 2:00 p.m.
Hicksville Public Library

Check payable to: Anna Lee
TRADTIONS OF CHINESE ACROBATICS
Anna Lee
782 Maple Hill Road, Naugatuk, Connecticut 06770
Saturday, April 1, 2017 at 3:00 p.m.
Plainview-Old Bethpage Public Library

Check payable to: Keith Munslow
KEITH MUNSLOW: SONGS & STORIES, CARTOONS & COMEDY
Keith Munslow
P.O. Box 40173, Providence, Rhode Island 02940
Thursday, April 13, 2017 at 2:00 p.m.
Bethpage Public Library

Check payable to: Ernie Sites
COWBOY ERNIE SITES
Ernie Sites
P.O. Box 8004, Rego Park, New York 11374
Saturday, May 13, 2017 at 3:00 p.m.
Plainview-Old Bethpage Public Library

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Community and Youth Services, is hereby authorized to employ the services of the above listed performers for the 2017 "Children's Magical Music and More" program at a cost of $300.00 for each performance not to exceed $3000.00; 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 funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000.

-#-

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

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

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

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

November 17, 2016

TO: Memorandum Docket

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

SUBJECT: 2017 "Children's Magical Music and More"

The Department of Community & Youth Services is requesting Town Board authorization to employ the services of the following performers for the dates and locations in accordance with the attached table. The Town is responsible for paying each performer $300 for a total not to exceed $3,000. This program is co-sponsored by the libraries noted.

In accordance with Guideline 5, Section b. of the Town Procurement Policy, these performers are exempt from the solicitation, written proposal or the quotation requirements of the policy.

Funds for these fees are available in Account CYS A 7020 47660 000 0000 Special Events.

Maureen A. Fitzgerald
Commissioner

MAF:sab
Attachments
cc: Town Attorney (+10 copies)

2017 Children's Magical Music and More Performers

Performance	Check Payable To	Date	Time	Library
World of Wonder	Mr. Leland Faulkner 2426 Turner Road Auburn, ME 04210	Saturday, January 14, 2017	2:00 PM	Hicksville Public Library
PetraPuppets Wacky Friends	PetraPuppets 643 South Fifth Street Lindenhurst, NY 11757	Saturday, January 28, 2017	2:00 PM	Locust Valley Library
Bubblemania	Seth Bloom 10 Saint Nicholas Terrace #10 New York, NY 10027	Sunday, February 12, 2017	1:00 PM	Massapequa Public Library
Ballet Long Island: Sleeping Beauty	Ballet Long Island 1863 Pond Street Ronkonkoma, NY 11779	Wednesday, February 22, 2017	2:00 PM	Bethpage Public Library
Wildlife Theater from the Central Park Zoo: Butterfly Boogie	Wildlife Conservation Society Attn: Education Department 2300 Southern Blvd Bronx, NY 10460	Saturday, March 11, 2017	2:00 PM	Locust Valley Library
Christopher Agostino's StoryFaces	Agostino & Co. Performing Arts 3 Windsor Road Baldwin, NY 11510	Sunday, March 12, 2017	1:00 PM	Massapequa Public Library

2017 Children's Magical Music and More Performers

Jester Jim	Jim Maurer 56 Candido Avenue Shirley, NY 11967	Saturday, March 25, 2017	2:00 PM	Hicksville Public Library
Traditions of Chinese Acrobatics	Anna Lee 782 Maple Hill Road Naugatuk, CT 06770	Saturday, April 1, 2017	3:00 PM	Plainview-Old Bethpage Public Library
Keith Munslow: Songs & Stories, Cartoons & Comedy	Keith Munslow P.O. Box 40173 Providence, RI 02940	Thursday, April 13, 2017	2:00 PM	Bethpage Public Library
Cowboy Ernie Sites	Ernie Sites P.O. Box 8004 Rego Park, NY 11374	Saturday , May 13, 2017	3:00 PM	Plainview-Old Bethpage Public Library

Contract No.: 022-2017

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Leland Faulkner, located at 2426 Turner Road, Auburn, ME 04210 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by:	World of Wonder
Date:	January 14, 2017
Time:	2:00 p.m.
Duration:	45 to 60 minutes
Location:	Hicksville Public Library
Amount:	$300.00

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of Three hundred dollars and 00/100. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

LELAND FAULKNER

→ _____
CONTRACTOR

→DATE: _____, 2016

TOWN OF OYSTER BAY

_____
COMMISSIONER

DATE: _____, 2017

Meeting of December 13, 2016

Resolution No. 663-2016

Reviewed By
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated November 17, 2016, has requested Town Board approval to employ the services of the performers in the table attached to, and made a part of, said memorandum, for the year 2017 Distinguished Artists Concert Series, for the dates and locations indicated, each performer to be paid a fee of $350.00 for a total not to exceed $7,350.00,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the request as hereinabove set forth to employ the services of the performers, for the dates, locations and fees as stated in said memorandum and the attached list; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for each performer at a fee of $350.00, for a total not to exceed $7,350.00, upon presentation of a duly certified claim, after audit, with funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000.

-#-

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

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

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

Distinguished Artists 2017

Performance	Check Payable To:	Date/Time	Library
Rave-On! **The Music of Roy Orbison and Buddy Holly**	**Christian Roselle** 17 E. Church Street , Bordentown, NJ 08505	Sunday, January 8, 2017, 2:00 PM	Jericho Public Library
Alexander Wu and the Serendip Trio- **The JFK White House Concerts**	**Ground Base Artist Series** 515 E. 85th Street Apt. 3D, New York, NY 10028	Saturday, January 14, 2017, 8:00 PM	Plainview-Old Bethpage Public Library
Dave Ruch-Traditional and Historical Songs of New York State	**Dave Ruch** 155 St. James Place, Buffalo NY 14222	Sunday, January 15, 2017, 1:00 PM	Massapequa Public Library
Micheal Castaldo- **From Italy With Love**	**Micheal Castaldo** 308 West 30th Street #2A, New York, NY 10001	Sunday, January 22 2017, 1:00 PM	Syosset Public Library
Just Sixties- **The Stories! The Songs!**	**Donald Weinstein** 5 Sheridan Court, Plainview, NY 11803	Sunday, January 29, 2017, 2:00 PM	Locust Valley Library
Vladimir Zaitsev- **From Baroque to Beatles**	**Vladimir Zaitzev** 36-09 Lenox Drive, Fair Lawn, NJ 07410	Sunday, February 5, 2017, 2:00 PM	Jericho Public Library
JayCee Driesen- **Tribute to the Divas**	**JC Revue Inc.** 15 Ann Drive North, Freeport, NY 11520	Sunday, February 12, 2017, 2:00 PM	Bethpage Public Library
The Polezhayev Family Ensemble	**Yelena Polezhayev** 13 Club Road, Sea Cliff, NY 11579	Sunday, February 19, 2017, 2:00 PM	Locust Valley Library
Gemini Journey	**Diane Block** 30 E. Pocahontas Street, Massapequa, NY 11758	Sunday, February 26, 2017, 1:00 PM	Massapequa Public Library
Greater Nassau Chorus- Sweet Adelines International Barbershop Harmony	**Greater Nassau Chorus** (Att: Torie Hehir) PO Box 125, East Northport, NY 11731-0125	Sunday, March 5, 2017, 1:00 PM	Massapequa Public Library
The Fabulaires- **Doo Wop At Its Best**	**John Lamberti & Associates, Incorporated** 148 Broadway, West Babylon, NY 11704	Saturday, March 11, 2017, 7:30 PM	Syosset Public Library
Fiddler's Green- Concert of Traditional Irish Music	**John Corr** 21 Black Locust Avenue, E. Setauket, NY 11733	Sunday, March 12, 2017, 2:00 PM	Bethpage Public Library
Liora Michelle- **Verdi and Puccini Heroines**	**Leeora Michelle Green** 701 West 189th Street Apt. 1L, New York, NY 10040	Sunday, March 19, 2017, 2:00 PM	Locust Valley Library
Breakdown- Tom Petty and the Heartbreakers Tribute	**Steve Jaworowski** 9 Hayes Road , Amityville, NY 11701	Sunday, March 26, 2017, 2:00 PM	Hicksville Public Library
Salvatore Chiarelli- Classical, Traditional and Popular Italian Songs	**Salvatore Chiarelli** PO Box 412, New York, NY 10040	Sunday, April 2, 2017, 2:00 PM	Farmingdale Public Library
Leonard Lehrman, Helene Williams & Friends	**Prof. Edgar H. Lehrman Memorial Foundation** 33 Court Street, Valley Stream, NY 11580	Sunday, April 9, 2017, 2:00 PM	Bethpage Public Library

Performance	Check Payable To:	Date/Time	Library
Alina Kirayeva- Moving Pictures	**Alina Kirayeva** 116-11 Curzon Road #5A, Richmond Hill, NY 11418	Sunday, April 23, 2017, 2:00 PM	Jericho Public Library
The Pegu All-Stars- Jazz Age and Swing Era Quartet	**Glenn Crytzer** 461 Fort Washington Avenue #24, New York, NY 10033	Sunday, April 30, 2017, 2:00 PM	Hicksville Public Library
Sister Act	**Sister Act Show LLC** 43 April Avenue, Dix Hills, NY 11746	Saturday, May 6, 2017, 7:30 PM	Syosset Public Library
Danny Kean & Friends	**Danny Kean Music Productions, Inc.** 7 Elm Drive, Farmingdale, NY 11735	Sunday, May 7, 2017, 2:00 PM	Hicksville Public Library
Jeff Krick- The Essential Elvis Tribute	**BJE Productions** P.O. Box 20432, Lehigh Valley, PA 18002	Sunday, May 21, 2017, 2:00 PM	Farmingdale Public Library

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

November 17, 2016

TO: Memorandum Docket

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

SUBJECT: 2016-2017 Distinguished Artists Concert Series

The Department of Community & Youth Services is requesting Town Board authorization to employ the services of the following performers for the dates and locations in accordance with the attached table. This program is co-sponsored by the libraries noted.

Both the Town and the individual library will each pay $350 toward the noted performance. The Town's responsibility will not exceed $7350.00 for the **2017** portion of the Concert Series.

In accordance with Guideline 5, Section b. of the Town Procurement Policy, the procurement of these musicians and artists is exempt from the solicitation, written proposal or quotation requirements of the policy.

Funds for these fees are available in Account CYS A 7020 47660 000 0000, Special Events.

Maureen A. Fitzgerald
Commissioner

MAF:sab
Attachments
cc: Town Attorney (+10 copies)

Contract number: 001-2017

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Christian Roselle, located at 17 E. Church Street, Bordentown, New Jersey 08505 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by:	Rave-On!
Date:	January 8, 2017
Time:	2:00 PM (a 75-90 minute performance is required)
Location:	Jericho Public Library, 1 Merry Lane, Jericho
Contact:	Phyllis Cox, (516) 935-6790
Amount:	$350.00

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of Three hundred fifty dollars and 00/100. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

CHRISTIAN ROSELLE

→ _____

CONTRACTOR

→DATE: _____, 2016

TOWN OF OYSTER BAY

_____

COMMISSIONER

DATE: _____, 2017

Distinguished Artists 2017

Performance	Check Payable To:	Date/Time	Library
Rave-On! **The Music of Roy Orbison and Buddy Holly**	**Christian Roselle** 17 E. Church Street , Bordentown, NJ 08505	Sunday, January 8, 2017, 2:00 PM	Jericho Public Library
Alexander Wu and the Serendip Trio- **The JFK White House Concerts**	**Ground Base Artist Series** 515 E. 85th Street Apt. 3D, New York, NY 10028	Saturday, January 14, 2017, 8:00 PM	Plainview-Old Bethpage Public Library
Dave Ruch-Traditional and Historical **Songs of New York State**	**Dave Ruch** 155 St. James Place, Buffalo NY 14222	Sunday, January 15, 2017, 1:00 PM	Massapequa Public Library
Micheal Castaldo- **From Italy With Love**	**Micheal Castaldo** 308 West 30th Street #2A, New York, NY 10001	Sunday, January 22 2017, 1:00 PM	Syosset Public Library
Just Sixties- **The Stories! The Songs!**	**Donald Weinstein** 5 Sheridan Court, Plainview, NY 11803	Sunday, January 29, 2017, 2:00 PM	Locust Valley Library
Vladimir Zaitsev- **From Baroque to Beatles**	**Vladimir Zaitzev** 36-09 Lenox Drive, Fair Lawn, NJ 07410	Sunday, February 5, 2017, 2:00 PM	Jericho Public Library
JayCee Driesen- **Tribute to the Divas**	**JC Revue Inc.** 15 Ann Drive North, Freeport, NY 11520	Sunday, February 12, 2017, 2:00 PM	Bethpage Public Library
The Polezhayev Family Ensemble	**Yelena Polezhayev** 13 Club Road, Sea Cliff, NY 11579	Sunday, February 19, 2017, 2:00 PM	Locust Valley Library
Gemini Journey	**Diane Block** 30 E. Pocahontas Street, Massapequa, NY 11758	Sunday, February 26, 2017, 1:00 PM	Massapequa Public Library
Greater Nassau Chorus- Sweet Adelines **International Barbershop Harmony**	**Greater Nassau Chorus** (Att: Torie Hehir) PO Box 125, East Northport, NY 11731-0125	Sunday, March 5, 2017, 1:00 PM	Massapequa Public Library
The Fabulaires- **Doo Wop At Its Best**	**John Lamberti & Associates, Incorporated** 148 Broadway, West Babylon, NY 11704	Saturday, March 11, 2017, 7:30 PM	Syosset Public Library
Fiddler's Green- Concert of Traditional **Irish Music**	**John Corr** 21 Black Locust Avenue, E. Setauket, NY 11733	Sunday, March 12, 2017, 2:00 PM	Bethpage Public Library
Liora Michelle- **Verdi and Puccini Heroines**	**Leeora Michelle Green** 701 West 189th Street Apt. 1L, New York, NY 10040	Sunday, March 19, 2017, 2:00 PM	Locust Valley Library
Breakdown- Tom Petty and the **Heartbreakers Tribute**	**Steve Jaworowski** 9 Hayes Road , Amityville, NY 11701	Sunday, March 26, 2017, 2:00 PM	Hicksville Public Library
Salvatore Chiarelli- Classical, Traditional **and Popular Italian Songs**	**Salvatore Chiarelli** PO Box 412, New York, NY 10040	Sunday, April 2, 2017, 2:00 PM	Farmingdale Public Library
Leonard Lehrman, Helene Williams & **Friends**	**Prof. Edgar H. Lehrman Memorial Foundation** 33 Court Street, Valley Stream, NY 11580	Sunday, April 9, 2017, 2:00 PM	Bethpage Public Library

Performance	Check Payable To:	Date/Time	Library
Alina Kirayeva- Moving Pictures	**Alina Kirayeva** 116-11 Curzon Road #5A, Richmond Hill, NY 11418	Sunday, April 23, 2017, 2:00 PM	Jericho Public Library
The Pegu All-Stars- Jazz Age and Swing Era Quartet	**Glenn Crytzer** 461 Fort Washington Avenue #24, New York, NY 10033	Sunday, April 30, 2017, 2:00 PM	Hicksville Public Library
Sister Act	**Sister Act Show LLC** 43 April Avenue, Dix Hills, NY 11746	Saturday, May 6, 2017, 7:30 PM	Syosset Public Library
Danny Kean & Friends	**Danny Kean Music Productions, Inc.** 7 Elm Drive, Farmingdale, NY 11735	Sunday, May 7, 2017, 2:00 PM	Hicksville Public Library
Jeff Krick- The Essential Elvis Tribute	**BJE Productions** P.O. Box 20432, Lehigh Valley, PA 18002	Sunday, May 21, 2017, 2:00 PM	Farmingdale Public Library

Meeting of December 13, 2016 Resolution No. 664-2016

Reviewed By
Office of Town Attorney

WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by memorandum dated November 21, 2016, recommended that a refund in the amount of $1,611.00 be authorized to Vincent and Stephany Dove, 51 Cleveland Place, Massapequa, New York 11758, from account number PAD B 0001 02555 000 0000, for Building Permit No. R16001883, obtained on April 20, 2016, because the application for a permit is being withdrawn by the property owner,

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 Vincent and Stephany Dove, a refund in the amount of $1,611.00, 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

664

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

November 21, 2016

TO: MEMORANDUM DOCKET

FROM: OFFICE OF THE COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: RESIDENT REFUND – Vincent & Stephany Dove

Pursuant to the Code of the Town of Oyster Bay, this department granted a Building Permit, Number R16001883 dated April 20, 2016, receipt #01000414720 in the amount of $1,611.00. The total permit fee was $1,661.00 minus the $50.00 application fee, receipt #01000390960, which is non-refundable. This permit is being withdrawn by the property owner due to a financial hardship. A copy of the building inspector's report is attached verifying that the construction was not done.

Therefore, in light of the aforementioned facts, A one thousand six hundred eleven dollar ($1,611.00) refund for the building permit fees associated with Building Permit Number R16001883 should be refunded to Vincent & Stephany Dove, 51 Cleveland Place, Massapequa, New York 11758 under account number PAD B 0001 02555 000 0000.

Timothy R. Zike

Timothy R. Zike
Acting Commissioner

cc: Town Attorney (w/10 copies)

cc: The Honorable Joseph G. Pinto

TOWN OF OYSTER BAY

ITEM 5 OF 5

$50 CREDIT RECEIPT

RECEIPT # : 01000414720

RECEIPT DATE : 04/04/2016

PRINT DATE : 09/19/2016
PRINT TIME : 09:22:23
OPERATOR : sgerber
COPY # : 1

RECEIVED BY : SG
REC'D. FROM : STEPHANY DOVE

CASH DRAWER: 01

CUSTOMER ID		ITEM	PAYMENT
1.000 @	$50.00	$50 CREDIT	-50.00
TOTAL			-50.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	1,611.00	326
TOTAL RECEIPT :	1,611.00	

TOWN OF OYSTER BAY

4 ITEMS OF 5 PERMIT RECEIPT OPERATOR: sgerber
COPY # : 1

Sec:65 Twp:Oyster B Rng: Sub: Blk:30 Lot:1
SBL .....: 65-30-1

DATE ISSUED.....: 04/04/2016
RECEIPT #.....: 01000414720
REFERENCE ID # ...: 14060120

Permit Num .....: R16001883
SITE ADDRESS .....: 51 CLEVELAND PL
SUBDIVISION .....:
CITY .....: MASSAPEQUA
IMPACT AREA .....:

OWNER .....: VINCENT & STEPHANY DOVE
ADDRESS .....: 51 CLEVELAND PLACE
CITY/STATE/ZIP ...: MASSAPEQUA, NY 11758

RECEIVED FROM ....: RECEIPT INTERFACE
CONTRACTOR .....: YONY GUIFARRO LIC # 03083
COMPANY .....: GUIFARRO CONSTRUCTION
ADDRESS .....: 2412 BENNET AVENUE
CITY/STATE/ZIP ...: NORTH BELLMORE, NY 11710
TELEPHONE .....: (516) 859-2969

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE	VALUATION	99,791.00	1288.00	0.00	1288.00	0.00
B-CA	FIXTURES	8.00	35.00	0.00	35.00	0.00
B-CO	VALUATION	99,791.00	223.00	0.00	223.00	0.00
B-PLMB FEE	FIXTURES	8.00	115.00	0.00	115.00	0.00
TOTAL PERMIT :			1661.00	0.00	1661.00	0.00

TOWN OF OYSTER BAY

ITEM 1 OF 1 PERMIT RECEIPT OPERATOR: sgerber
COPY # : 1

Sec:65 Twp:Oyster B Rng: Sub: Blk:30 Lot:1
SBL .....: 65-30-1

DATE ISSUED.....: 06/06/2014
RECEIPT #.....: 01000390960
REFERENCE ID # ...: 14060120

Permit Num .....: R16001883
SITE ADDRESS .....: 51 CLEVELAND PL
SUBDIVISION .....:
CITY .....: MASSAPEQUA
IMPACT AREA .....:

OWNER .....: VINCENT & STEPHANY DOVE
ADDRESS .....: 51 CLEVELAND PLACE
CITY/STATE/ZIP ...: MASSAPEQUA, NY 11758

RECEIVED FROM ....: RECEIPT INTERFACE
CONTRACTOR .....: YONY GUIFARRO LIC # 03083
COMPANY .....: GUIFARRO CONSTRUCTION
ADDRESS .....: 2412 BENNET AVENUE
CITY/STATE/ZIP ...: NORTH BELLMORE, NY 11710
TELEPHONE .....: (516) 859-2969

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-APPL FEE	FLAT RATE	1.00	50.00	0.00	50.00	0.00
TOTAL PERMIT :			50.00	0.00	50.00	0.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	50.00	213
TOTAL RECEIPT :	50.00	

TOWN OF OYSTER BAY
CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER
FEDERAL ID # ☐ SOCIAL SECURITY # [redacted]

CLAIMANT'S NAME VINCENT & STEPHANY DOVE	CONTRACT #	ORDER #
CLAIMANT'S ADDRESS 51 CLEVELAND PLACE MASSAPEQUA, NY 11758	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
8/26/16	REFUND FOR BUILDING PERMIT #R16001883 ISSUED		$1,611.00
	04/20/2016. THE PERMIT HAS BEEN WITHDRAWN BY		
	THE PROPERTY OWNERS AND THEREFORE, THEY ARE		
	REQUESTING A REFUND.		
	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		

HE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

TOTAL AMOUNT	$1,611.00
CASH DISCOUNT %	
NET AMOUNT	

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

One thousand six hundred eleven dollars and no cents

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

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

Date 9/7/16

ature [signature] Title

t or type name Vincent & Stephany Dove Name of Company

ARBY APPROVE this claim form for the sum of *******$1,611.00********* for the services, disbursements and materials herein ated which were actually performed and were for the Town of Oyster Bay

Deputy

ature Timothy R. Zikk Commissioner Date

Planning and Development

STEPHANY DOVE
VINCENT DOVE
61 CLEVELAND PL
MASSAPEQUA, NY 11758

965-1613

326
1 1367/260
593

2/27/16
Date

Pay to the Order of TOB building dept $ 1611.00

One thousand six hundred & eleven — Dollars

Bank
America's Most Convenient Bank®

For Application # 14660120

[redacted]

0326

Account: [redacted]
Amount: 1,611.00
PostDate: 20160404
Tran_ID: 748786051
CheckNum: 326
DIN: [redacted]
ReturnReasonDescription:
ECEItemSeqNum: [redacted]

For Deposit Only
Town of Oyster Bay
[redacted]
PAY TO THE ORDER OF
CAPITAL ONE BANK
021407912
FOR DEPOSIT ONLY
TOWN OF OYSTER BAY
[redacted]

0100041472

[redacted]
CAPITAL ONE, NA
0025304328 04042016
RICHMOND, VA 066 23
Deposit [redacted]

Account: [redacted]
Amount: 1,611.00
PostDate: 20160404
Tran_ID: [redacted]
CheckNum: 326
DIN: [redacted]
ReturnReasonDescription:
ECEItemSeqNum: [redacted]

Building Permit

R16001883

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	65-30-1	R1-7	14060120	15-269	09/10/2015	01000414720

Permittee	PATRICIA SCHACHTER 867 WELLINGTON RD WESTBURY NY 11590 (516) 695-0393	Contractor	GUIFARRO CONSTRUCTION 2412 BENNET AVENUE NORTH BELLMORE, NY 11710 (516) 859-2969
Property Owner	VINCENT & STEPHANY DOVE 51 CLEVELAND PLACE MASSAPEQUA, NY 11758 [redacted]	Plumber	METRO CITY GROUP INC. 2283 BELLMORE AVENUE BELLMORE NY 11710 (516) 781-2500
		Electrician	PREMIERE ELECTRIC & DESIGN, INC. 36 SARINA DRIVE COMMACK NY 11725 631-499-0695

Address of Actual Construction

51 CLEVELAND PL MASSAPEQUA, NY 11758	Tenant

Permission Granted for the	CONSTRUCTION OF	Estimated Cost of Construction $99791

a 29.92' x 31.92' (OA) (870 sq. ft.) second floor addition, a 8.33' x 2' (OA) (16 sq.ft.) one (1) story rear addition, a 5 x 29.92' (OA) (149 sq.ft.) open front porch with stairs (1) to grade, as per plans prepared by Patricia J. Schachter, R.A., 09/12/13. INSTALL eight (8) plumbing fixtures: (2nd Fl: 3-WC, 2-BT, 2-WC, 1-SHR) as per code.

* Affidavit of Footings, Foundations and Existing Support Structures is on file with the Town of Oyster Bay Department of Planning and Development. A final certification from the licensed professional of record is required prior to a Certificate of Occupancy being issued.

ALL WORK TO COMPLY WITH TOB APPROVED PLAN DATED: 10/14/15

ZONING REVIEW: MUST COMPLY WITH BOARD OF APPEALS DECISION 15-269 dated 09/10/15.
The Building Division Requires an Original Updated Survey of the Property, Stamped and Sealed by a Licensed Surveyor.

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

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

Located On	Side Of	Feet	Of		Post Office
		0.00			MASSAPEQUA

DESCRIPTION	FEE	PAID	BALANCE
APP FEE	50.00	50.00	0.00
BLDG	1,288.00	1,288.00	0.00
CA	35.00	35.00	0.00
ZNG	223.00	223.00	0.00
PLUMBING	115.00	115.00	0.00
*** FEE TOTALS ***	1,711.00	1,711.00	0.00

TOTAL PAID AFTER APPLICATION FEE APPLIED: $1,611.00

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 Certificated of Occupancy. Permit and approved plans must be posted on the job site, visual to public inspection, until completion of the work and inspections.

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

INSPECTIONS

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

BUILDING INSPECTIONS

*Demolition inspections – Check with Building Division
*Soil Erosion Certifications
*Soil conditions – before footings and foundations are poured
*Forms for footings, keyways and foundations including rebar
*Waterproofing, membrane and coveling
*Foundations and/or piers
*Framing – wood or steel before mechanicals
*Framing after mechanical and before insulating
*Insulation inspection – before closing
*Rough and final
*Final inspection(s)

PLUMBING INSPECTIONS

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

DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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

Date Issued:	04/20/2016	Work Must Start By:	10/20/2016

CO must be issued by 04/21/2017 or permit will expire unless renewed prior to expiration.

Permittee's copy of approved plans must be available at the site for all inspections

Timothy R. Zike

Deputy Commissioner, Department of Planning and Development

Department of Planning and Development
(516) 624-6200

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

Building Inspector's Report

Date: 10/26/16 Time: ___AM ___PM I have reviewed ( ) previous reports.

Owner: Address: 51 Cleveland Pl Telephone: Mass Apequa

Contractor: Address: Telephone:

Zone ___ Sec. 65 Blk. 30 Lot(s) 1

Permit #(s)	Type	Date Issued	Expiration Date
R1600 1883	Additions		

Type of Inspection - ___Excavation ___Footing ___Foundation ___Rough Frame ___Final Frame ___Insulation ___Final ___Other Verification

PLEASE NOTE – A field inspection has revealed that the following items are necessary:

To Continue Work:
- ___No One Was Home
- ___Call For Inspection – (516) 624-6222
- ___No Building Plans on Job
- ___Need Amended Building Plans
- ___Work Does Not Conform to Building Code
- ___Work Does Not Conform to Approved Building Plans

To Obtain a Certificate of Occupancy:
- ___Must Obtain Electrical Certificate From Approved Electrical Inspection Service For:
- ___Must Submit Updated Property Survey
- ___Must Obtain Plumbing Approval
- ___Must Obtain Permit For:

The items checked below have been observed during the course of the field inspection and require permits. Failure to obtain permits will result in the delay of the issuance of a Certificate of Occupancy/Compliance.

- ___Cellar Entrance
- ___Deck
- ___Dock
- ___Enclosed Porch
- ___Extension
- ___Fence
- ___Fireplace
- ___Garage
- ___Garage/Converted
- ___Interior Alterations
- ___Retaining Wall/Bulkhead
- ___Roofed-Over Patio/Deck
- ___Second Apartment/Dwelling
- ___Shed
- ___Swimming Pool
- ___Swimming Pool Fence
- ___Swimming Pool Heater
- ___Swimming Pool Filter
- ___Swimming Pool Accessories
- ___Swimming Pool Raised Deck
- ___Skylight
- ___Solar Heat
- ___A/C Unit
- ___Dormers
- ___Other Structures

Comments/Observations/Information:

From Exterior insp.

OK to Void

No Additions have been built

PLEASE NOTE – All inspections approved are subject to review of file and certification requirements. You will be notified if any further documentation is required.

Inspection Approved: ___Yes ___No ___Conditional Approval (See Comments)
Report to Contractor: ___In Person ___Left on Premises
Report to Homeowner: ___In Person ___By Mail
N.O.V. #: ___ **Date Due:** ___ **Summons #:** ___ **Date Returnable:** ___

Received By: ___

Inspector's Signature: James Spad
Inspector's Extension: (516) 624-6277

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

Meeting of December 13, 2016 Resolution No. 665-2016

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 16, 2016, advised that the following health premiums have been quoted by HIP Health Plan of New York, effective January 1, 2017 through December 31, 2017:

OPTION	COVERAGE	RATE/MONTH	RATE VARIATION	ENROLLMENT
HIP PRIME:	Single	$981.30	9.71 % over 2016	13
	Family	$2,404.19	9.71% over 2016	24
MEDICARE RISK-NY:	NYC	$425.87	2.32% under 2016	00
	Nassau	$425.87	2.32% under 2016	11
	Westchester	$448.12	15.5 % under 2016	00
	Suffolk	$463.29	19.0% under 2016	02

Reviewed By Office of Town Attorney

WHEREAS, Commissioner Canning, by memorandum dated November 16, 2016, recommended that the HIP Health Plan of New York be approved by the Town Board as a continued Health Insurance Option through December 31, 2017, and that funding be encumbered in the amount of $1,023,889.00, in Account No. TWN AMM 9060 80010 000 0000 000, for the period from January 1, 2017 through December 31, 2017, which allows for an approximate four percent (4%) increase in enrollment at the average monthly premium, and a broker advisory fee not to exceed 4%,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves HIP Health Plan of New York as a continued Health Insurance Option through December 31, 2017, and directs the Supervisor to execute the appropriate contract and/or renewal documents with HIP Health Plan of New York, at the above listed rates, for the period from January 1, 2017 through December 31, 2017; and be it further

RESOLVED, That funding be encumbered in the amount of $1,023,889.00, in Account No. TWN AMM 9060 80010 000 0000 000, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit.

-#-

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

Supervisor 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)
Human Resources

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Town of Oyster Bay
Inter-Departmental Memo

November 16, 2016

TO: Memorandum Docket

FROM: John Canning, Commissioner
Department of Human Resources

SUBJECT: **2017 Rates and Funding for Health Insurance Option-HIP of NY**

Pursuant to Town Board Resolution no. 815-94, the Honorable Town Board authorized optional health insurance for employees who select said coverage. The following premiums have been quoted by HIP Health Plan of New York, effective January 1, 2017 through December 31, 2017:

OPTION	COVERAGE	RATE/MO.	RATE VARIATION	ENROLLMENT
HIP PRIME:				
	SINGLE	$ 981.30	9.71% over 2016	13
	FAMILY	$ 2,404.19	9.71% over 2016	24
MEDICARE RISK-NY:				
	NYC	$ 425.87	2.32 % under 2016	00
	NASSAU	$ 425.87	2.32 % under 2016	11
	WESTCHESTER	$ 448.12	15.5 % under 2016	00
	SUFFOLK	$ 463.29	19.0 % under 2016	02

The total number of HIP enrollees is fifty (50), with an average HIP enrollee monthly premium of $1,577.73. The average monthly premium cost will be $82,042.41, which includes the broker advisory fee.

Therefore, I recommend that HIP Health Plan of New York be approved by the Town Board as a continued Health Insurance Option through December 31, 2017, and that funding be encumbered in the amount of $1,023,889.00, in account no. TWN AMM 9060 80010 000 0000 000, for the period January 1, 2017 through December 31, 2017, which allows for an approximate 4% increase in enrollment at the average monthly premium, and a broker advisory fee not to exceed 4%. *If an employee opts for a plan that is more expensive than Empire, he or she must pay the difference.*

It is further requested that the Honorable Town Board authorize the Town Supervisor to exercise the renewal option with HIP Health Plan of New York at the above listed rates for the year 2017.

As per usual procedure, this is an annual renewal option, and it is further requested that this matter be placed on the Town Board Calendar for action for the next meeting.

John Canning
Commissioner
Department of Human Resources

JC:dor
Attachs.
Town Attorney (Original w/10 copies)

EmblemHealth

RENEWAL PLAN
RATES FOR: TOWN OF OYSTER BAY,TOWN HALL/DEPT.HUM. RES.
EFFECTIVE DATE: 01/01/2017
PLAN OPTION: HIP PRIME HMO - LG
NETWORK: HIP PRIME NETWORK
CONTRACT #: 1007604000
AREA: Downstate NY
Comment: Was PHSTD9968
900

		INDIVIDUAL	FAMILY
PREMIUM RATE	CR	$981.30	$2,404.19
BROKER ADVISORY FEE	4.00 %	$39.25	$96.17
TOTAL BILLED AMOUNT		$1,020.55	$2,500.36

SCHEDULE OF BENEFITS INCLUDED IN ABOVE RATES

BASE BENEFIT	CODE	DESCRIPTION
BASE PLAN:	PHSTDB	HIP PRIME HMO - LG
BASE PLAN COPAYS:		
---- PCP VISIT	RHOVA0	No Copay - PCP Office Visits
---- SPECIALIST VISIT	RHSVA0	No Copay - Specialist
---- IP HOSP	RHIPA0	No Copay - IP Hosp.
---- AMBULATORY SURG.	RHAMA0	No Copay - Ambulatory Surgery
---- EMERGENCY ROOM	RHERA0	No Copayment

ADDITIONAL RIDERS	CODE	DESCRIPTION
RX	RHRX65	$0/$0 Formulary Required.
DME	RHDMA0	No Deductible, Covered In Full DME
PDN	RHPDNA	Covered In Full
SNF DAYS	RHSNA5	Unlimited Days - SNF
HHC VISITS	RHHCA1	200 Visits - HHC
IP THERAPIES	RHITA2	90 Day Limit - IP Therapies
OP THERAPIES	RHPTA3	90 visits
IP MH CARE	RHMUA0	Unlimited Days
IP ALC/SA DETOX	RHDXA0	Unlimited Days - IP ALC & SA Detox
IP ALC/SA REHAB	RHSUA0	Unlimited Days - IP ALC & SA Rehab
OP ALC/SA REHAB	RHUSA0	$0 Copay, Unlimited Visits - ALC & SA Rehab
OP MH CARE	RHYUA0	Unlimited Visits $0 copay
DIALYSIS COPAY	RHKDA1	$10 Copay Dialysis Treatment
REFRACTIVE EYE	RHRED4	$0 Copay - Refractive Eye Exam
DIABET. SUPPLY COPAY	RHDSA0	No Copay - Diabetic Supplies
PREV. DENTAL	RHPREV	Preventive Included
FERTILITY	N/A	Base Benefit - Infertility
OPTICAL	RHOPTC	Eyeglasses $35 Every 24 Mos.
HEALTH FITNESS CENTER REIMBURS.	N/A	Not Covered
ALTERNATIVE MEDICINE BENEFITS	N/A	Not Covered
NURSE ADVICE LINE	N/A	Not Covered
WELLNESS RIDER	N/A	Not Covered
NETWORK FACTOR	N/A	HIP Prime Net Area Factor All Locations
DEPENDENTS		
---- CLASS TWO	N/A	Class 2 Dependents Not Covered
---- DEPENDENT CHILDREN	DC26M	Dep Children To EOM In Which They Turn 26
---- DOMESTIC PARTNERS	N/A	Domestic Partners Covered
---- GRANDCHILDREN	N/A	Grandchildren Covered
---- STUDENT DEPENDENTS	SD26M	Students To EOM In Which They Turn 26
MAXIMUM OOP	RHBXA3	$6,600 Ind/$13,200 Fam OOP Max
OTHER	RHTOPA	Family Planning Services - Included

COMMENTS: **RATES FILED FOR USE WITH NYSDFS**
Your signature represents the approved Premium Rate includes a Broker Advisory Fee (BAF) which is reflected in the total amount due. This fee is included in the Premium Rate, but does not constitute health insurance premium. The BAF has been negotiated and agreed to between the employer and the Broker/Agent. The above rates are based on Community Rating. No other rating method may be used.
HIP Health Plan of New York (HIP) is an EmblemHealth company.
Certain benefit changes and associated rates that comprise the premiums shown are subject to approval by the New York State Insurance Department.

Employer Signature/Acceptance of Proposal

Date

Ver: Log#: U00000737994 UW: KL MR: BS: Rate Version:

RENEWAL

2017 Medicare WorkSheet

EmblemHealth

Group Name:	State PA's	Effective Date:	01/01/2017
Contract #:		Plan Name:	EmblemHealth VIP (HMO)_Large Group
Marketing Rep:		Benefit Set.	PEVSP3118
Underwriter:			
Comment:	Was PEVSP3027		

	BRONX, KINGS	NY, QUEENS, SI, NASSAU	WESTCHESTER	SUFFOLK
1. Jan 2016 Actual Billed Rates	$0.00	$0.00	$0.00	$0.00
2. Jan 2016 Billed Rate(w/o recoup)	$0.00	$0.00	$0.00	$0.00
3. Jan 2016 Filed and Approved Rate	$0.00	$0.00	$0.00	$0.00
4. Jan 2016 recoup (3 minus 2)	$0.00	$0.00	$0.00	$0.00
5. Jan 2017 Files Rates	$422.91	$425.87	$448.12	$463.29
6. Jan 2017 Final Billed Rates	$422.91	$425.87	$448.12	$463.29

BASE	CODE	DESCRIPTION
BASE PLAN:	PEVSP3	EmblemHealth VIP (HMO)_Large Group

RIDERS	CODE	DESCRIPTION
PCP Copay	RVOV18	$0 Copay PCP
Specialist Copay	RVSV81	$10 copay specialist.
IP Copay	RVIP40	$50 copay per day days 1-5; $0 copay days 6-90.
IP Therapy Copay	RVIT84	$50 copay per day days 1-5. Unlimted days.
IP Detox Copay	RVDX68	$50 copay per day days 1-5; $0 copay days 6-90. Unlimited days.
Preventive Services	RVPRV5	Covered Preventive Services
Chiro Copay	RVCH29	$10 Copay Chiro
AmSurg Copay	RVAM73	$50 copay; $150 copay Ambulatory Surgery/Outpatient Facility
X-Ray Copay	RVXR37	$10 office visit and $50 outpatient facility
OP Mental Health Copay	RVPY86	$10 copay;$10 copay; unlimited visits
OP Therapies Copay	RVPT50	$10 Copay U.OTHRP CT,OT,PT,RT,ST
OP Sub. Abuse Copay	RVOS42	$10 Copay Unlimited Outpatient SA
Urgent Care Copay	RVUR20	$10 copay urgent care.
ER Copay	RVER60	$75 Copay ER
SNF Benefit	RVSN68	$0 Copay Day(s) 1-20/$50 Day(s) (21-100); 100 days per benefit pr
Ambulance Copay	RVAB08	$50 Copay Ambulance
Radiation Therapy Copay	RVTH43	$50 Copay Radiation Therapy
Home Health Care Copay	RVHH08	$0 Copay Unlimited Home Health Care
Eye Exam Copay	RVEY45	$15 copay Medicare; $15 copay routine 1 visit per year
Hearing Exam Copay	RVHE41	$10 copay Medicare, $10 copay Routine; 1 Routine visit p/yr
OP Facility Copay - MRI,CAT,PET	RVDG30	$50 Copay - OP Facility MRI,CAT,PET
Lab Copay	RVLB00	$0 Copay Outpatient Lab
Podiatry Copay	RVPD36	$10 Copay; 4 Routine Visit / Yr
DME	RVDM09	10% coinsurance durable medical equipment.
Private Duty Nursing	N/A	Not Covered Private Duty Nursing
Hearing Aid	RVHRA6	1 hearing aid or a $500 hearing aid credit every 36 months
Dialysis Transportation	N/A	Not Covered -Dialysis Transportation
Dialysis	RVKD08	10% coinsurance Dialysis.
Optical	RVOPA2	$0 Copay 1 Pair /12 months
Dental	RVPREV	Preventive dental covered
Health Advocate	N/A	Not Covered Health Advocate
Part B Rx	RIBX09	PartB Covered chemotherapy with 10% Coins
OOP Max	RVBENE	$6700 OOP Max
Rx	RIRXMP	$0;$5/$10;$15/$40;$47/23%;25%/33% Pref Gen/Gen/Pref Brand/Non
LIS Rx	N/A	LIS Rx - Not Covered
Premium Subsidy	N/A	No LIS Premium Subsidy
Fitness	N/A	N/A

COMMENTS: **Please refer to the detailed benefit summary for complete listing of benefits.**

DATE: 9/14/2016

TO BE COMPLETED BY MARKETING REP:	# ELIGS =
APPROVED:	# ELIGS =
(SIGNATURE)	

Ver: Log#: U0000736641 UW KL MR BS PEVSP3118 Rate Version

DEC 13 1994

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

Supervisor Yevoli	Absent
Councilman Clark	Aye
Councilman Delligatti	Aye
Councilman Ocker	Aye
Councilman Symons	Aye
Councilman Kunzig	Absent
Councilman Savinetti	Absent

The following resolution was offered by Councilman Clark and seconded by Councilman Delligatti:

#815 WHEREAS, Fanny L. Corsentino, Commissioner of the Department of Human Resources, and Lauren J. Elliot, Assistant to the Director of Employee Benefits & Insurance, by memorandum dated November 28, 1994, recommend continuation of the optional U.S. Healthcare and H.I.P., H.M.O. programs, at premiums set forth in the abovereferenced memorandum, for the period of January 1, 1995 through December 31, 1995, with the allowance for two (2) additional family enrollees in the most expensive H.I.P. plan; and

WHEREAS, the required funding for said insurance is $397,398.00 for the period of January 1, 1995 through December 31, 1995,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendations are hereby accepted, the Town Board hereby approves the continuation of the U.S. Healthcare and H.I.P., H.M.O. programs at the premiums set forth in the abovereferenced memorandum, and the Supervisor is hereby authorized and directed to enter into an agreement to continue such healthcare with U.S. Healthcare and H.I.P.; and be it further

RESOLVED, That payment is hereby authorized and directed to be made upon the submission of a duly certified claim, after audit by the Comptroller.

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

Supervisor Yevoli	Absent
Councilman Clark	Aye
Councilman Delligatti	Aye
Councilman Ocker	Aye
Councilman Symons	Aye
Councilman Kunzig	Absent
Councilman Savinetti	Absent

The following resolution was offered by Councilman Clark and seconded by Councilman Delligatti:

#816 WHEREAS, Resolution No. 811-93, adopted on December 14, 1993, authorized the continuation of the Empire Plan through December 31, 1994; and

WHEREAS, Fanny L. Corsentino, Commissioner of the Department of Human Resources, and Lauren Elliot, Assistant to the Director of Employee Benefits and Insurance, by memorandum dated November 29, 1994, recommend that the Empire Plan be continued for an additional twelve (12) months, effective January 1, 1995 through

Meeting of November 24, 2015

Resolution No. 672-2015

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 10, 2015, advises that the following health premiums have been quoted by HIP Health Plan of New York, effective January 1, 2016 through December 31, 2016:

OPTION	COVERAGE	RATE/MONTH	RATE VARIATION	ENROLLMENT
HIP PRIME:	Single	$894.44	.15 % under 2015	11
	Family	$2,191.35	.15 % under 2015	27
MEDICARE RISK-NY:	NYC	$435.75	11.87 % over 2015	00
	Nassau	$435.75	11.57 % over 2015	08
	Westchester	$517.25	4.03 % over 2015	00
	Suffolk	$551.25	10.87 % over 2015	02

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 10, 2015, recommends that the HIP Health Plan of New York be approved by the Town Board as a continued Health Insurance Option through December 31, 2016, and that funding be encumbered in the amount of $955,200, in Account No. TWN AMM 9060 80010 000 0000 000, for the period from January 1, 2016 through December 31, 2016, which allows for an approximate four percent (4%) increase in enrollment at the average monthly premium, and a broker advisory fee not to exceed 4%,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes HIP Health Plan of New York as a continued Health Insurance Option through December 31, 2016, and directs the Supervisor to execute the appropriate contract and/or renewal documents with HIP Health Plan of New York, at the above listed rates, for the period from January 1, 2016 through December 31, 2016; and be it further

RESOLVED, That funding be encumbered in the amount of $955,200, in Account No. TWN AMM 9060 80010 000 0000 000 or any other appropriate account, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit.

Reviewed By
Office of Town Attorney

15 NOV 30 P 1:40

Meeting of December 13, 2016 Resolution No. 666-2016

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 17, 2016, requested Town Board authorization to renew membership in the Society for Human Resource Management, for Richard LaMarca, Director of Labor Management Relations for the period of June 1, 2016 through May 31, 2017, and to pay dues therefore in the amount of $190.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Human Resources is authorized to renew membership in the Society for Human Resources Management, for Richard LaMarca, Director of Labor Management Relations, nunc pro tunc, for the period June 1, 2016 through May 31, 2017, and to pay the dues therefore in the amount of $190.00, 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. DHR A 1430 47900 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)
Human Resources

Town of Oyster Bay
Inter-Departmental Memo

TO: Memorandum Docket

FROM: John Canning, Commissioner
Department of Human Resources

DATE: November 17, 2016

RE: SHRM Membership

The Department of Human Resources respectfully recommends Richard LaMarca, Director of Labor-Management Relations for membership renewal in the Society of Human Resources Management for the period of June 1, 2016 through May 31, 2017.

Therefore it is respectfully requested that the Town Board pass a resolution authorizing payment of membership fee in the amount of $190 as per the attached invoice nunc pro tunc effective June 1, 2016. Funds will be available from Account DHR A 1430 47900 000 0000.

John Canning
Commissioner

cc: Town Attorney (with 10 Copies)
Attachment

Society For Human Resource Management
1800 Duke Street, Alexandria, VA, 22314-3499, USA
Phone: (703) 548-3440 Fax: (703) 535-6490 Email: shrm@shrm.org

ACKNOWLEDGEMENT

Date. 15-Nov-2016
Ship-To: 01404518-0

Order Number: 9006868329
Order Date: 15-Nov-2016
Invoice Number:

Mr. Richard LaMarca MBA
Human Resources
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

Product	Fulfill Status	Status	Qty	Unit Price	Unit Discount	Coupon	Adjustment	Total
SHRM/PRO-SHRM - Professional Membership 01-Jun-2016 to 31-May-2017	Active	Proforma	1	190.00	0.00	0.00	0.00	190.00

Shipping:	0.00
Total:	190.00
Paid To Date:	0.00
Current Amount Due:	190.00

Please detach the lower portion and return it with your payment. Thank you

Customer: 01404518-0 Mr. Richard LaMarca MBA
Order No.: 9006868329 Invoice No:

Balance Due(USD): 190.00

Credit Card #: _____ Exp. Date: ____ / ____

Amount: _____

Send payments to: Society for Human Resource Management
P.O. Box 79482
Baltimore, MD 21279-0482
USA

"I rely on SHRM for toolkits and templates that strengthen our infrastructure and rally team members around company goals. My SHRM membership also helps me set strategy."

Hyacinth Guy, SHRM-SCP | Vice President, HR

SHRM Member since 1995

"Leading 8,000 people at one of America's largest corporations, I rely on SHRM and resources like the Knowledge Center to keep my organization compliant, sharp and strategic."

Dan Ellerman, SHRM-SCP | Director, Diversity & Inclusion

Member since 2004

"I wear a lot of hats in my HR role; listener, teacher, benefits specialist, employee relations manager; and SHRM's online templates and resources help me get my to-do list done and come up with innovations that take the process forward."

Devon Delmonico Conley, MBA, SHRM-SCP | Vice President, HR

Member since 2011

JOIN OR RENEW (www.[illegible]CT_DISCOUNT_ID=0528S&internal=MCdues)

Current Members

Update Your Profile (www.shrm.orghttps://apps.shrm.org/myshrm/AccountOverview.aspx)

Out of Work? (www.shrm.org/about-shrm/Pages/TransitioningMembers.aspx)

Member Discount Program (www.shrm.org/about-shrm/Pages/AffinityProgram.aspx)

Membership FAQs (www.shrm.org/about-shrm/Pages/FAQ.aspx)

Print Your Membership Card (www.shrm.orghttps://apps.shrm.org/membershipcard/)

Print Your Member Certificate (www.shrm.orghttps://apps.shrm.org/membershipcertificate/)

RENEW (www.shrm.orghttps://membership.shrm.org/?PRODUCT_DISCOUNT_ID=0528S&Int[illegible]l=MCdu[illegible]

SHRM is an individual membership organization; there are no corporate or institutional memberships.

Meeting of December 13, 2016 Resolution No. 667-2016

Reviewed By
Office of Town Attorney

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated December 1, 2015, requested permission to enhance the Town of Oyster Bay homeowners' clean-up days by offering our residents safe and secure on-site paper shredding, to be held on April 29, June 24, August 19, and October 21, 2017, at a cost not to exceed $4,940.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Environmental Resources, is hereby authorized to enhance the Town of Oyster Bay homeowners' clean-up days by offering our residents safe and secure on-site paper shredding, to be held on April 29, June 24, August 19, and October 21, 2017, at a cost not to exceed $4,940.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. DER SR05 8160 46530 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)
Environmental Resources

667

TOWN OF OYSTER BAY

Inter-Departmental Memo

November 15, 2016

TO: MEMORANDUM DOCKET

FROM: NEIL O. BERGIN, COMMISSIONER ENVIRONMENTAL RESOURCES

SUBJECT: **Paper Shredding Program in Conjunction with Homeowner's Clean-up Dates.**

The Town of Oyster Bay has successfully enhanced the Homeowner's clean-up days for our residents by incorporating a safe and secure on site paper shredding program. The Department of Environmental Resources will be continuing this service by extending the program for the selected dates stated below utilizing Quality Shredding Corp. located at 1014 Grand Blvd, Deer Park, NY 11729.

In accordance with Guideline Three (3) of the Town Procurement Policy (Resolution 329-2015), Environmental Resources solicited and received quotes from three (3) vendors that were willing to provide the service that the Town required. The aforementioned company provided us a flat rate of **$1235.00** per day. This rate included three (3) trucks with two (2) of the trucks working and the third will be on site, at no additional cost, should we need it. The total cost to the Town will be **$4,940.00** and falls within the guidelines as set forth by resolution No. 270-2014.

Town homeowners will be able to bring in any unwanted documents such as old tax returns, bills, bank statements, etc. Documents will be shredded on site. This will be limited to Town residents only (no businesses) and a limit to three (3) banker size boxes per resident. The following are the dates that have been scheduled on the Town calendar for this service; **April 29**, **June 24**, **August 19**, and **October 21, 2017**.

Environmental Resources is requesting the amount of **$4,940.00** be approved in order to fund this program. The funds will be secured in account **DER SR05 8160 46530 000 0000.**

A copy of resolution 755-2015 and the quote is also attached for your reference.

Neil O. Bergin
Commissioner Department of Environmental Resources

Attachments
cc: Town Attorney/10 copies
Christine Wiss, Deputy Comptroller
Hon. Joseph Pinto, Councilman
File B100/G600
Docket memo Quality Shredding Corp paper shredding program 2017.doc

Quotation for Secure Destruction Services

Quality Shredding®

Date: October 6, 2016

Customer: Town of Oyster Bay

New York State Document Destruction Contractor License #15810141000

New York DEC Electronics Recycler Registration #01063

WOSB Certification #W14252

Fully HIPAA and HITECH Compliant

Project Scope: Shred Events for Town Residents
April 29, June 24, August 19 and October 21, 2017
8 am – 4:30 pm.

Quality Shredding will provide on-site paper shredding with Mobile Shredding trucks at 4 Homeowners Clean-Up dates. We are committed to keeping 2 trucks available for residents to shred their personal household documents (not intended for business shredding).

Equipment Supplied: 2 mobile shred trucks with driver/ operators.
A third mobile shredding truck will be held in reserve at your location on all 4 dates so that there will always be adequate coverage.

All personnel are trained, uniformed, background-checked and drug-screened employees of Quality Shredding wearing photo ID badges (no temps).

Time Required: 8 am – 4:30 pm

Insurance: COI provided upon request

References: Gladly supplied upon request. Quality Shredding is contracted for Municipal Shredding for the Town of Brookhaven, the Town of Islip, and many others!

Authorization: An "Authorization to Destroy" form will require signature on date of the project attesting that Quality Shredding has permission to shred and that no records are being destroyed in violation of law.

Certified WBENC Women's Business Enterprise

Terms: COD by check or credit card day, or Town Purchase Order, net 30.

Expiration: This quote valid for 30 days.

National Association for Information Destruction AAA Certified

Rate: $1235/ day.

No fuel surcharges
No additional service fees

Meeting of April 22, 2014 RESOLUTION NO. 270-2014

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated April 8, 2014, requests permission to enhance the Town of Oyster Bay homeowner's clean-up days by offering our residents safe and secure on-site paper shredding, to be held on May 3, July 12, August 9, and October 25, 2014, at a cost not to exceed $6,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and Neil O. Bergin, Commissioner of the Department of Environmental Resources, is hereby authorized to enhance the Town of Oyster Bay homeowner's clean-up days by offering our residents safe and secure on-site paper shredding, to be held on May 3, July 12, August 9, and October 25, 2014, at a cost not to exceed $6,000.00; 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, and that the funds for said payment are to be drawn from Account No. SR05 8160.46530, or any other appropriate account

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
DER

Meeting of December 15, 2015

Resolution No.755 -2015

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated December 1, 2015, requests permission to enhance the Town of Oyster Bay homeowner's clean-up days by offering our residents safe and secure on-site paper shredding, to be held on April 16, June 25, August 20, and October 22, 2016, at a cost not to exceed $6,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and Neil O. Bergin, Commissioner of the Department of Environmental Resources, is hereby authorized to enhance the Town of Oyster Bay homeowner's clean-up days by offering our residents safe and secure on-site paper shredding, to be held on April 16, June 25, August 20, and October 22, 2016, at a cost not to exceed $6,000.00; 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, and that the funds for said payment are to be drawn from Account No. DER SR05 8160 46530 000 0000, or any other appropriate account.

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

Meeting of December 13, 2016 Resolution No. 668-2016

WHEREAS, by Resolution No. 43-2015, adopted on February 3, 2015, the Town Board authorized the Supervisor to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with veterinary services, for the period from February 3, 2015 through December 31, 2015, with two (2) one (1) year extension options; and

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated November 15, 2016, requested Town Board authorization to exercise the second and final one year extension option of said agreement, from January 1, 2017 through December 31, 2017, under the same terms, conditions and pricing, in an amount not to exceed $150,000,

Reviewed By
Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to exercise the final extension option of the agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, to provide the Town Animal Shelter with veterinary services, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $150,000, under the same terms, conditions and pricing; 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 shall be drawn from Account No. DER A 3510 44900 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)
Environmental Resources

15

668

Town of Oyster Bay

Inter-Departmental Memo

November 15, 2016

To: MEMORANDUM DOCKET

FROM: NEIL O. BERGIN, COMMISSIONER / DER

SUBJ.: Extension of Animal Shelter Veterinary Services
Carman Avenue Veterinary Hospital
RESOLUTION NO. 43-2015

The Town of Oyster Bay Resolution 43-2015 authorized the Department of Environmental Resources, Animal Shelter Division to enter into an agreement with the above mentioned company for the purpose of providing veterinary services to the Animal Shelter for the period of February 3, 2015 through December 31, 2015 with two one year mutually agreed upon extensions. Resolution 707-2015 authorized the first one year extension for the period of January 1, 2016 through December 31, 2016.

We respectfully request Town Board authorization to exercise the second and final one year extension for the period of January 1, 2017 through December 31, 2017 for a total not to exceed $150,000.00. Funds will be available in account DER A 3510 44900 000 0000 (Other Contracts).

Neil O. Bergin
Commissioner
Department of Environmental Resources

NOB/bp
Attachments
Copy: Town Attorney - w/ 10 copies
Daniel M. Pearl, Deputy Commissioner / Animal Shelter
Christine Wiss, Deputy Comptroller
Joseph Pinto, Councilman
DER File no. G500

Dr. Laurence Blauvelt

Carman Avenue Veterinary Hospital

837 Carman Avenue

Westbury, NY 11590

August 16, 2016

Commissioner Bergin

Town Of Oyster Bay/ Department of Environmental Resources

150 Miller Place

Syosset, NY 11791

Dear Commissioner Bergin,

I am writing this letter to inform you that I would like to exercise the second one year extension of the veterinary service agreement between Carman Avenue Veterinary Hospital and the Town of Oyster Bay Animal Shelter. This extension would run from January 1st 2017 through December 31th 2017. If you have any questions, please feel free to contact me.

Sincerely,

Dr. Laurence Blauvelt DVM

DR19 → FILE → G-700
Copy → R/100
A/5

Meeting of February 3, 2015

Resolution No. 43-2015

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental n options, Resources, by memorandum dated January 13, 2015, requests Town Board authorization for the Supervisor to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carmen Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with veterinary services, for the period from February 3, 2015 through December 31, 2015, in an amount not to exceed $150,000, with two (2) one year extension options,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor is hereby authorized to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carmen Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with veterinary services, for the period from February 3, 2015 through December 31, 2015, in an amount not to exceed $150,000, with two (2) one year extension options, and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. A.3510.44900, or any other appropriate account.

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

WHEREAS, by Resolution No. 43-2015, adopted on February 3, 2015, this Town Board authorized the Supervisor to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with veterinary services, for the period from February 3, 2015 through December 31, 2015, with two (2) one (1) year extension options; and

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated November 17, 2015, requests Town Board authorization to exercise the first extension option of said agreement, from January 1, 2016 through December 31, 2016, under the same terms, conditions and pricing, in an amount not to exceed $150,000,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to exercise the first extension option of the agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, to provide the Town Animal Shelter with veterinary services, for the period from January 1, 2016 through December 31, 2016, in an amount not to exceed $150,000, under the same terms, conditions and pricing; 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 shall be drawn from Account No. DER A 3510 44900 000 0000, or any other appropriate account.

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

Meeting of December 13, 2016

Resolution No. 669-2016

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 42-2015, adopted on February 3, 2015, the Town Board authorized the Supervisor to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with euthanasia services, for the period from February 3, 2015 through December 31, 2015, with two (2) one (1) year extension options; and

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated November 15, 2016, requested Town Board authorization to exercise the second and final one year extension option of said agreement, for the period of January 1, 2017 through December 31, 2017, under the same terms, conditions and pricing, in an amount not to exceed $10,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor, or his designee is hereby authorized to exercise the second and final extension option of the agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with euthanasia services, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $10,000.00, under the same terms, conditions and pricing; 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 funds for said payment shall be drawn from Account No. DER A 3510 44900 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)
Environmental Resources

669

Town of Oyster Bay

Inter-Departmental Memo

November 15, 2016

To: MEMORANDUM DOCKET

FROM: NEIL O. BERGIN, COMMISSIONER / DER

SUBJ.: Extension of Euthanasia Services
Carman Avenue Veterinary Hospital
RESOLUTION NO. 42-2015

The Town of Oyster Bay Resolution 42-2015 authorized the Department of Environmental Resources, Animal Shelter Division to enter into an agreement with the above mentioned company for the purpose of providing euthanasia services to the Animal Shelter for the period of February 3, 2015 through December 31, 2015 with two one year mutually agreed upon extensions. Resolution 700-2015 authorized the first one year extension for the period of January 1, 2016 through December 31, 2016.

We respectfully request Town Board authorization to exercise the second and final one year extension for the period of January 1, 2017 through December 31, 2017 for a total not to exceed $10,000.00. The funds will be available in account DER A 3510 44900 000 0000 (Other Contracts).

Neil O. Bergin
Commissioner
Department of Environmental Resources

NOB/bp
Attachments
Copy: Town Attorney - w/ 10 copies
Daniel M. Pearl, Deputy Commissioner / Animal Shelter
Christine Wiss, Deputy Comptroller
Joseph Pinto, Councilman
DER File no. G500

Dr. Laurence Blauvelt

Carman Avenue Veterinary Hospital

837 Carman Avenue

Westbury, NY 11590

August 16, 2016

Commissioner Bergin

Town Of Oyster Bay/ Department of Environmental Resources

150 Miller Place

Syosset, NY 11791

Dear Commissioner Bergin,

I am writing this letter to inform you that I would like to exercise the second one year extension of the contract for euthanasia services between Carman Avenue Veterinary Hospital and the Town of Oyster Bay Animal Shelter. This extension would run from January 1st 2017 through December 31th 2017. If you have any questions, please feel free to contact me.

Sincerely,

Dr. Laurence Blauvelt DVM

ORIG → FILE – G-700
Copy → A-100
A/S

Meeting of February 3, 2015

Resolution No. 42-2015

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated January 13, 2015, requests Town Board authorization for the Supervisor to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carmen Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with euthanasia services, for the period from February 3, 2015 through December 31, 2015, in an amount not to exceed $10,000.00, with two (2) one year extension options,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor is hereby authorized to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carmen Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with euthanasia services, for the period from February 3, 2015 through December 31, 2015, in an amount not to exceed $10,000.00, with two (2) one year extension options, and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. A.3510.44900, or any other appropriate account.

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

WHEREAS, by Resolution No. 42-2015, adopted on February 3, 2015, this Town Board authorized the Supervisor to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with euthanasia services, for the period from February 3, 2015 through December 31, 2015, with two (2) one (1) year extension options under the same terms, conditions and pricing; and

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated November 17, 2015, requests Town Board authorization to exercise the first extension option of said agreement, from January 1, 2016 through December 31, 2016, under the same terms, conditions and pricing, in an amount not to exceed $10,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to exercise the first extension option of the agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, to provide the Town Animal Shelter with euthanasia services, for the period from January 1, 2016 through December 31, 2016, under the same terms, conditions and pricing, in an amount not to exceed $10,000.00; 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, and that the funds for said payment shall be drawn from Account No. DER A 3510 44900 000 0000, or any other appropriate account.

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

Meeting of December 13, 2016 Resolution No. 670-2016

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 379-2015, adopted on July 7, 2015, the Town Board authorized the Supervisor to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with veterinary services in support of the Town of Oyster Bay's Feral Cat Trap, Neuter, and Return Program, for the period from July 8, 2015 through December 31, 2015, with three (3) one (1) year extension options; and

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated November 15, 2016, requested Town Board authorization to exercise the second one year extension option of said agreement, for the period of January 1, 2017 through December 31, 2017, under the same terms, conditions and pricing , in an amount not to exceed $30,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor, or his designee is hereby authorized to exercise the second extension option of the agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with veterinary services in support of the Town of Oyster Bay's Feral Cat Trap, Neuter and Return Program for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $30,000.00, under the same terms, conditions and pricing; 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 funds for said payment shall be drawn from Account No. DER A 3510 44900 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)
Environmental Resources

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Town of Oyster Bay

Inter-Departmental Memo

November 15, 2016

To: MEMORANDUM DOCKET

FROM: NEIL O. BERGIN, COMMISSIONER / DER

SUBJ.: Extension of Veterinary Services in support of the Feral Cat Trap, Neuter and Return Program
Carman Avenue Veterinary Hospital
RESOLUTION NO. 379-2015

The Town of Oyster Bay Resolution 379-2015 authorized the Department of Environmental Resources, Animal Shelter Division to enter into an agreement with the above mentioned company for the purpose of providing veterinary services in support of the Town of Oyster Bay's Feral Cat Trap, Neuter and Return Program for the period of July 8, 2015 through December 31, 2015 with three one year mutually agreed upon extensions. Resolution 708-2015 authorized the first one year extension for the period of January 1, 2016 through December 31, 2016.

We respectfully request Town Board authorization to exercise the second one year extension for the period of January 1, 2017 through December 31, 2017 for a total not to exceed $30,000.00. The funds will be available in account DER A 3510 44900 000 0000 (Other Contracts).

Neil O. Bergin
Commissioner
Department of Environmental Resources

NOB/bp
Attachments
Copy: Town Attorney - w/ 10 copies
Daniel M. Pearl, Deputy Commissioner / Animal Shelter
Christine Wiss, Deputy Comptroller
Joseph Pinto, Councilman
DER File no. G500

Dr. Laurence Blauvelt

Carman Avenue Veterinary Hospital

837 Carman Avenue

Westbury, NY 11590

August 16, 2016

Commissioner Bergin

Town Of Oyster Bay/ Department of Environmental Resources

150 Miller Place

Syosset, NY 11791

Dear Commissioner Bergin,

I am writing this letter to inform you that I would like to exercise the second one year extension of the contract for TNR services between Carman Avenue Veterinary Hospital and the Town of Oyster Bay Animal Shelter. This extension would run from January 1st 2017 through December 31th 2017. If you have any questions, please feel free to contact me.

Sincerely,

Dr. Laurence Blauvelt DVM

ORIG → FILE G-700
Copy → A/S

Meeting of July 7, 2015

Resolution No. 379-2015

WHEREAS, the Department of Environmental Resources, pursuant to public notice, issued Request for Proposals No. AS01-2015, on April 27, 2015, in order to solicit proposals for Veterinary Services in support of the Town of Oyster Bay's Feral Cat Trap, Neuter, and Return Program; and

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated June 10, 2015, requests, that the Town Board authorize the Supervisor or his designee to enter into an agreement with Dr. Laurence Blauvelt to provide services under the abovementioned program, for a period from July 8, 2015 through December 31, 2015, at a rate not to exceed $30,000.00 per year, with an option for three (3) one (1) year extensions, and further requests that the Comptroller be authorized to issue an encumbrance order for said agreement in the amount of $15,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and the Supervisor or his designee is hereby authorized to enter into an agreement with Dr. Laurence Blauvelt of the Carman Avenue Veterinary Hospital, to provide veterinary services under the Town of Oyster Bay's Feral Cat Trap, Neuter and Return Program for the period from July 8, 2015 through December 31, 2015, at a rate not to exceed $30,000.00 a year, with an option for three (3) one (1) year extensions; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment under said agreement, with the funds to be drawn from Account No. DER.A.3510.44900.000.000 or any other appropriate account, and to issue an Encumbrance Order in the amount of $15,000.00, in connection with said agreement.

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)
Environmental Resources

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 379-2015, adopted on July 7, 2015, this Town Board authorized the Supervisor to enter into an agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, 837 Carman Avenue, Westbury, New York 11590, to provide the Town Animal Shelter with veterinary services in support of the Town of Oyster Bay's Feral Cat Trap, Neuter, and Return Program, for the period from July 8, 2015 through December 31, 2015, with three (3) one (1) year extension options; and

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated November 17, 2015, requests Town Board authorization to exercise the first extension option of said agreement, from January 1, 2016 through December 31, 2016, under the same terms, conditions and pricing, in an amount not to exceed $30,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to exercise the first extension option of the agreement with Dr. Laurence H. Blauvelt, DVM, of Carman Avenue Veterinary Hospital, to provide the Town Animal Shelter with veterinary services in support of the Town of Oyster Bay's Feral Cat Trap, Neuter, and Return Program from January 1, 2016 through December 31, 2016, at a cost not to exceed $30,000.00, under the same terms, conditions, and pricing; 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 shall be drawn from Account No. DER A 3510 44900 000 0000, or any other appropriate account.

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

Meeting of December 13, 2016 Resolution No. 671-2016

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated November 28, 2016, requested Town Board authorization for the Department of Community and Youth Services to institute and adopt a two percent (2%) administration fee, payable by the purchasers of units in the Town of Oyster Bay Golden Age Housing Program, to the Town of Oyster Bay, for resales in the Golden Age Housing Program, effective January 1, 2017,

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned request is hereby approved and the Town Board authorizes the Department of Community and Youth Services to institute and adopt a two percent (2%) administration fee, payable by the purchaser to the Town of Oyster Bay, for resales in the Golden Age Housing Program, effective January 1, 2017.

-#-

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

November 28, 2016

TO: Memorandum Docket

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

SUBJECT: Adoption of fees for Golden Age Housing

The Department of Community and Youth Services requests Town Board authorization to institute and adopt a 2% Administration Fee payable by the purchaser to the Town of Oyster Bay for resales in the Golden Age Housing Program effective January 1, 2017.

This Administration Fee has been instituted and is currently in effect in the Town of Hempstead.

Maureen A. Fitzgerald
Commissioner

MAF:lw
cc: Town Attorney (+10 copies)

Meeting of December 13, 2016

Resolution No. 672-2016

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated November 28, 2016, requested Town Board authorization to retain the professional services of Kristen M. Orsini, 10 Cedartree Place, Huntington Station, New York 11746, as a Yoga instructor at various Town facilities, from January 3, 2017 through December 31, 2017, at a cost of $30.00 per hour, in an amount not to exceed $7,980.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted, and the Department of Community and Youth Services is hereby authorized to retain Kristen M. Orsini, as a Yoga instructor at various Town facilities, from January 3, 2017 through December 31, 2017, at a cost of $30.00 per hour, in an amount not to exceed $7,980.00; 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, with funds to be drawn from Account No. CYS A 7020 47660 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	Nay
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

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

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

November 28, 2016

TO: Memorandum Docket

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

SUBJECT: 2017 Instructional Yoga Services

The Department of Community & Youth Services requests Town Board authorization to retain the professional services of Kristin M. Orsini, 10 Cedartree Place, Huntington Station, New York 11746, as a Yoga Instructor for the Senior Citizens Program. Ms. Orsini shall render professional services at various town facilities from January 3, 2017 through December 31, 2017. The fee for this service shall be $30.00 per hour for a total of 266 hours at a total amount not to exceed $7,980.00.

Last year, this service was authorized by Town Board Resolution No. 34-2016, dated January 19, 2016 and amended by Town Board Resolution No. 395-2016, dated July 26, 2016. Funds for this service shall be available in Account CYS A 7020 47660 000 0000, *Special Events.*

Maureen A. Fitzgerald
Commissioner

MAF:lw
Attachments
cc: Town Attorney (+10 copies)

Contract Number: 091-2016

Agreement

This Agreement made the ____ day of _____ 2017, by and between the Town of Oyster Bay's Department of Community and Youth Services (hereinafter referred to as "TOWN") and Kristin M. Orsini, 10 Cedartree Place, Huntington Station, New York 11746 (hereinafter referred to as "CONTRACTOR") for the purpose of providing Yoga Classes, will be in accordance with the Town of Oyster Bay Procurement Policy.

It is mutually agreed by and between both parties as follows:

1. CONTRACTOR agrees to provide Yoga Instruction to Town of Oyster Bay residents through this agreement with the Department of Community & Youth Services.

2. CONTRACTOR agrees to follow the schedule of days, times, and locations assigned by the Commissioner of the Department of Community and Youth Services, and/or her designee.

3. For the duration of the Agreement, TOWN agrees to pay CONTRACTOR the sum of $30.00 per hour, the total hours of Instruction shall not exceed 266 hours and total payment shall not exceed $7,980.00. Once the Agreement has been executed, payment shall be made after the class has been completed and upon submission by CONTRACTOR of a duly certified claim form approved by TOWN, and filed in the Office of the Comptroller.

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, and that CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof.

5. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this agreement without prior written consent from the TOWN.

It is further agreed that this Agreement will commence on January 1, 2017 and expire on December 31, 2017.

_____ SIGNATURE OF CONTRACTOR

_____ SIGNATURE OF COMMISSIONER

DATE: _____

DATE: _____

Reviewed By
Office of Town Attorney

Reviewed by
Office of Town Attorney

Meeting of January 19, 2016 Resolution No. 34-2016

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, and Mary T. Ryan, Director, Division of Senior Citizen Services, Department of Community and Youth Services, by memorandum dated January 5, 2016, request Town Board authorization to retain the professional services of Kristen M. Orsini, 10 Cedartree Place, Huntington Station, New York 11746, as a Yoga instructor at various Town facilities, nunc pro tunc from January 4, 2016 through December 31, 2016, at a cost of $30.00 per hour, in an amount not to exceed $6,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted, and Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, and Mary T. Ryan, Director, Division of Senior Citizen Services, Department of Community and Youth Services, are hereby authorized to retain Kristen M. Orsini, as a Yoga instructor at various Town facilities, nunc pro tunc from January 4, 2016 through December 31, 2016, at a cost of $30.00 per hour, in an amount not to exceed $6,000.00; 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, with funds to be drawn from Account No. CYS A 7020 47660 000 0000, or any other appropriate account.

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

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

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

Reviewed By
Office of Town Attorney

Meeting of July 26, 2016 Resolution No. 395-2016

WHEREAS, Resolution No. 34-2016, adopted on January19, 2016, authorized the Department of Community and Youth Services to retain the professional services of yoga instructor, Kristen M. Orsini, for the Town of Oyster Bay Senior Citizen Program, at a total cost not to exceed $6,000.00 for the period beginning January 4, 2016 and ending December 31, 2016; and

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services and Iris Williams, Accounting Assistant III, Procurement Division, by memoranda dated July 1, 2016, request that the Town Board amend Resolution No. 34-2016, to change the amount of authorization from $6,000.00 to $12,000.00, for additional yoga classes, at a total cost not to exceed $12,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted and approved, and the Town Board hereby amends Resolution No. 34-2016, to increase the amount of authorization to pay Kristen M. Orsini to $12,000.00, to be paid from Account No. CYS A 7020 44800 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)
Community & Youth Services

Meeting of December 13, 2016 Resolution No. 673-2016

WHEREAS, Anna Karampachtsi, by request dated November 10, 2016, has offered to donate a blue spruce tree and plaque to the Town of Oyster Bay to be placed at Town of Oyster Bay Parklet H-8 located in Hicksville, New York, in memory of her friend, a marine veteran, Ryan Dodd Wood; and

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated November 22, 2016, recommended that the Town accept said donation, estimated to be worth $500.00; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is approved, and the Town Board hereby accepts the donation of a tree and plaque from Anna Karampachtsi, to be placed at Town of Oyster Bay Parklet H-8 located in Hicksville, New York, in memory of her friend Ryan Dodd Wood.

-#-

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)
Parks

673

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: FRANK A. NOCERINO, COMMISSIONER OF PARKS

DATE: November 22, 2016

SUBJECT: MEMORIAL PLAQUE

The Department of Parks has received a request from Anna Karampachtsi (letter attached) to donate a tree with accompanying plaque to be placed in parklet H-8 in Hicksville in memory of Ryan Dodd Wood.

The Department of Parks has reviewed this request and concurs that this will be a fitting tribute.

The plaque and tree will be purchased by Anna Karampachtsi and donated to the Parks Department. The value of the plaque and tree is estimated to be $500.00. Town Board approval is requested on behalf of Anna Karampachtsi.

FRANK A. NOCERINO
COMMISSIONER OF PARKS

FAN/dl
C: Town Attorney (original +10 copies)
Attachment
Sarah Roche-Cimino, Community Liason

Debbie LoGiudice

From: Frank A. Nocerino
Sent: Thursday, November 10, 2016 10:38 AM
To: Debbie LoGiudice
Subject: FW: Donate a memorial tree

From: Anna Karampahtsis [redacted]
Sent: Thursday, November 10, 2016 10:37 AM
To: Frank A. Nocerino
Subject: Donate a memorial tree

Dear Commissioner Nocerino,

my name is Anna Karampachtsi and I would like to donate a memorial tree in the Town of Oyster Bay, more specifically in the parklet H-8 which is near our house (62 Fordham Ave, Hicksville). The tree is a blue spruce (5-6 feet) and it would be as a memorial to our beloved friend Ryan Dodd Wood. Ryan was a veteran (served in the Marines). He was born in 1984 and passed in 2014.

Thank you,

Anna Karampachtsi

Meeting of December 13, 2016 Resolution No. 674-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 29, 2016, requested that the Town Board authorize the Supervisor to sign a Revenue Agreement with Nassau Community College, in the amount of $7,500.00, in order to provide partner agency services consisting of Job Seeker Workshops under the Carl Perkins Career and Technical Education Act, for the current Carl Perkins Program Year from September 1, 2016 through June 30, 2017,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor is hereby authorized and directed to sign a Revenue Agreement with Nassau Community College, in the amount of $7,500.00, in order to provide for the aforementioned services, nunc pro tunc, for the current Carl Perkins Program Year from September 1, 2016 through June 30, 2017.

-#-

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

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK SAMMARTANO, DEPUTY COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: NOVEMBER 29, 2016

SUBJECT: REVENUE AGREEMENT WITH NASSAU COMMUNITY COLLEGE UNDER THE CARL PERKINS ACT

The Town of Oyster Bay, on behalf of the Oyster Bay - North Hempstead - Glen Cove Workforce Development Board operates two (2) One-Stop Career Centers under the Workforce Innovation and Opportunity Act. These centers are located in the Town of Oyster Bay, Town Hall South, 977 Hicksville Road Massapequa New York 11758 and the Department of Labor facility, 301 West Old County Road, Hicksville, New York 11801. As provided under the Workforce Innovation and Opportunity Act of 2014, One-Stop Career Centers must provide a full array of Partner Agency services for job seekers.

Nassau Community College has provided $7,500.00 to the Town of Oyster Bay, on behalf of the Oyster Bay - North Hempstead - Glen Cove Workforce Development Board through the Carl Perkins Career and Technical Education Act. Acceptance of this funding requires the execution of a Contract For Services between Nassau Community College and the Town of Oyster Bay. This agreement will require the Town of Oyster Bay, on behalf of the Oyster Bay - North Hempstead - Glen Cove Workforce Development Board to provide workshops for workforce customers focusing on perfecting their job search, computer literacy, career exploration and self-assessment skills at the two (2) One-Stop Career Center locations for the current Carl Perkins Program Year, September 1, 2016 through June 30, 2017.

Therefore, it is respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor or his authorized designee, to execute the above referenced Contract For Services *nunc pro tunc* from September 1, 2016 through June 30, 2017. The Contract For Services (Attached) has been reviewed and approved by the Town Attorney's office.

Frank V. Sammartano
Deputy Commissioner

FVS:ls

cc: Town Attorney w/ 10 copies

Attachment

Contract No. _____

NASSAU COMMUNITY COLLEGE
of the County of Nassau, State of New York
One Education Drive
Garden City, New York 11530-6793

Requisition Number: G00646

Resp. Ctr. / Obj. Code: 1079 / 71329

CONTRACT FOR SERVICES

THIS AGREEMENT, dated September 1, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) NASSAU COMMUNITY COLLEGE, having its principal office at One Education Drive, Garden City, New York 11530-6793 (the "College"), of Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) TOWN OF OYSTER BAY, ON BEHALF OF OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE WORKFORCE DEVELOPMENT BOARD, having its principal Office at 977 Hicksville Road, Massapequa, New York 11758 (the "Contractor").

WITNESSETH:

WHEREAS, the College applied for and received from the New York State Education Department ("NYSED") the Perkins IV Grant for the 2016-17 academic year, which Grant is governed by the provisions of the Carl D. Perkins Career and Technical Education Act of 2006 (the "Perkins Act");

WHEREAS, the Perkins Act as well as the Workforce Innovation and Opportunity Act requires all postsecondary Perkins IV Grant recipients to use a portion of allocated grant funds to support their local One-Stop delivery system;

WHEREAS, the Contractor, a local One-Stop delivery system, has applied for Perkins IV Grant funding through Nassau Community College, in order to support the career services offered through the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board;

WHEREAS, the College now desires to allocate funding as requested by the Contractor, and as approved by NYSED in consideration for career services provided by the Contractor to the local community;

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

1. **Term.** This Agreement shall commence on September 1, 2016, and terminate on June 30, 2017, subject to extension or sooner termination as provided herein.

2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of holding workshops for Nassau County residents focusing on practical employment-seeking skills, as more particularly described in the Contractor's Perkins IV Application to the College, and is summarized below (hereinafter referred to as the "Services"):

- Contractor's Workforce Specialists will schedule workshops for workforce customers focusing on perfecting their job search, computer literacy, career exploration and self-assessment skills.
- Workshops will be offered at the Massapequa and Hicksville Career Centers, where customers will meet with the WDB's Workforce Specialists to complete assessments and determine the appropriate mix of services and activities to be provided.
- Numerous workshops and classes will be offered, as more particularly described in the Contractor's Application to Nassau Community College for Perkins IV Funding.

3. **Payment**. In full consideration for the Services to be rendered by the Contractor, the College will pay Seven Thousand Five Hundred Dollars ($7,500.00) to the Contractor. Contractor agrees that this compensation includes reimbursement for Contractor's travel time and expenses and for all other costs incidental to the Services to be provided by Contractor under this Agreement.

   The Contractor acknowledges that payment may only be made upon compliance with the College's bill paying procedures, including submitting an invoice to the College Accounts Payable Department (Tower 6th Floor, One Education Drive, Garden City, NY 11530), which lists in sufficient detail the services rendered, the date(s) services were performed, and fees charged. By submitting an invoice, the Contractor certifies that all services were rendered as set forth on the invoice, that the fees charged are in accordance with this Contract for Services, that the claim is just, true and correct, and actually due and owing and has not been previously claimed.

4. **Independent Contractor**. The Contractor is an independent contractor of the College and County. The Contractor shall not be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself out as a College or County employee or as having the authority to commit the College or County to any obligation.

5. **No Arrears or Default.** The Contractor is not in arrears to the College or County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the College or County, including any obligation to pay taxes to, or perform services for or on behalf of, the College or County.

6. **Assignment; Amendment; Subcontracting; Waiver.** This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the College President or his duly designated deputy. Any purported assignment, other disposal or modification without such prior written consent shall be null and void.

7. **Termination.** This Agreement may be terminated (i) for any or no reason by the College upon thirty (30) days' written notice to the Contractor (ii) for breach of this Agreement on the part of the Contractor immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the College and the Contractor.

8. **Indemnification.** The Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the College, the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or its Agents, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the College or County. The provisions of this Section shall survive the termination of this Agreement.

9. **Insurance.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" and "Nassau Community College" as additional insureds with "Nassau Community College" as certificate holder, and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate coverage; and (ii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law. *If self-insured, a certificate of self-insurance submitted by the Contractor shall be considered sufficient to satisfy the insurance requirements listed in this paragraph.*

10. **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years, complete and accurate records, documents, accounts and other evidence ("Records") pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the College or County and any other governmental authority with jurisdiction over this Agreement, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the Services specified above and supersedes all prior agreements (whether written or oral) of the parties relating to the Services specified above.

12. **Executory Clause.** The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to the Contractor or any other individual or entity unless (i) all College approvals have been obtained, and (ii) this Agreement has been executed by the College President or his duly designated deputy. The College shall also have no liability under this Agreement to the Contractor or any individual or entity beyond funds appropriated or otherwise lawfully available for this Agreement.

Contract No. _____

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

OFFICE OF THE COUNTY ATTORNEY

By: _____

Name: _____

Title: _____ Date: _____

CONTRACTOR

Signature: _____

Print Name: _____

Title: _____ Date: _____

Reviewed By
Office of Town Attorney

BUREAU OF REAL ESTATE & INSURANCE

By: _____

Name: _____

Title: _____ Date: _____

DEPARTMENT VICE PRESIDENT

By: _____

Name_____

Date: _____

PRESIDENT, NASSAU COMMUNITY COLLEGE

Signature: _____

Name: _____

Date: _____

I certify that this copy of the contract is a true and complete copy of this contract.

_____ _____
College Counsel Date

Contract No. _____

NASSAU COMMUNITY COLLEGE NOTARIZATION

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2016 before me personally appeared W. Hubert Keen, President of Nassau Community College, the municipal corporation described herein, and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC _____

CONTRACTOR NOTARIZATION

STATE OF NEW YORK)

)ss.:

COUNTY OF _____)

On the ____ day of _____ in the year 2016, before me personally appeared _____ _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a _____ of _____, the organization described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the partners of said limited liability company.

NOTARY PUBLIC _____

Meeting of December 13, 2016 Resolution No. 675-2016

Reviewed By Office of Town Attorney

WHEREAS, pursuant to Resolution No. 658-2015, adopted on November 24, 2015, the Town of Oyster Bay entered into an agreement with Alcott HR Group, LLC, in connection with Contract No. PWC55-13, for the provision of support services to be utilized by the Department of Intergovernmental Affairs under the Workforce Investment Opportunity Act (WIOA) and the Community Development Block Grant (CDBG), for the period January 1, 2016 through December 31, 2016, with three (3) one-year extensions; and

WHEREAS, Frank V. Sammartano, Deputy Commissioner of Intergovernmental Affairs, by memorandum dated November 29, 2016, requested Town Board authorization to extend and modify the contract for the first one-year extension period, from January 1, 2017 through December 31, 2017, based on successful program performance and the availability of funds, and for the Comptroller to be authorized and directed to encumber an amount of $600,000.00 from Account No. IGA CD 6293 48080 000 CW16, $251,983.64 from Account No. IGA CD 6293 48080 000 CW17, and $61,000.00 from Account No. IGA CD 8686 48080 000 CD 17, for a total amount of $912,983.64, and provision of these services is fully funded through WIOA and CDBG funds with no cost to the Town,

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, the Town Board hereby authorizes the Department of Intergovernmental Affairs to extend and modify the contract for the first one-year extension period, from January 1, 2017 through December 31, 2017; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment, in the amount of $600,000.00 from Account No. IGA CD 6293 48080 000 CW16, $251,983.64 from Account No. IGA CD 6293 48080 000 CW17, and $61,000.00 from Account No. IGA CD 8686 48080 000 CD 17, for a total amount of $912,983.64.

-#-

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

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TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: NOVEMBER 29, 2016

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

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

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

The total cost of the required support services is $ 912,983.64 for the period January 1, 2017 through December 31, 2017. A total of $600,000.00 is available in IGA CD 6293 48080 000 CW16 $251,983.64 will be made available in IGA CD 6293 48080 000 CW17 and $61,000.00 will be made available in IGA CD 8686 48080 000 CD17. The provision of these services is fully funded through WIOA and CDBG funds with no cost to the Town.

Therefore, it is respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor or his authorized designee, to execute the Extension of and Modification to the Supportive Services Agreement effective January 1, 2017 through December 31, 2017. The Extension of and Modification to the Supportive Services Agreement has been reviewed and approved by the Town Attorney's Office.

Frank V. Sammartano
Deputy Commissioner

FVS:ls

Attachments

cc: Town Attorney (w/10 copies)

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

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

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

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

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

EXTENSION OF AND MODIFICATION TO
SUPPORTIVE SERVICES AGREEMENT

THE TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "DET"), and Alcott HR Group LLC., having its principal place of business at 71 Executive Boulevard, Farmingdale, New York 11735 (hereinafter referred to as "Contractor").

WHEREAS, both parties wish to extend and modify the agreement dated January 1, 2016 pursuant to Page 6, section 12, Paragraph (A) which requires the mutual agreement of both parties to any modification or amendment in written form, the parties hereby consent to the following, effective January 1, 2017:

The term of the contract will be extended for the period January 1, 2017 through December 31, 2017. The total amount of the contract for this period will be equal to no more than $ 912,983.64. Appendix 1A is attached hereto and made part of this agreement, extending and modifying the original agreement.

IN WITNESS WHEREOF, the parties have executed this extension and modification to agreement on the _____ day of _____, 20_____.

TOWN OF OYSTER BAY

By: _____

Title: _____

Date: _____

Reviewed By
Office of Town Attorney
Martin V. Alunno

ALCOTT HR GROUP LLC

By: _____

Title: _____

Date: _____

APPENDIX IA

FIRST MODIFICATION AND EXTENSION TO CONTRACT DATED
JANUARY 1, 2016

NEW PROGRAM PERIOD: JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

NEW BUDGET – EMPLOYMENT AND TRAINING
THE ALCOTT GROUP

Slot	Salary
1. Accountant	$97,656..00
2. Clerk	$55,161.60
3. Clerk	$62,816.00
4. Clerk	$44,990.40
5. Planner	$15,000.00
6. Counselor	$54,808.00
7. Counselor	$55,827.20
8. Counselor	$64,979.20
9. Counselor	$46,321.60
10. Counselor	$46,321.60
11. Counselor	$64,313.60
12. Clerk Part-time	$17,004.78

Total Salaries	$ 625,199.38
Employee Insurance Cost Reimbursements	$ 33,301.84
Fringe Benefits	$ 235,684.34
Travel and Mileage Expense	$ 2,000.00
Subtotal	$ 896,185.56
The Alcott Group Administrative Service Fee	$ 16,798.08
New Employee Set up Fee	$ 0.00
TOTAL CONTRACT COST	$ 912,983.64

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

On the _____ day of _____, in the year 20 , before me, the undersigned, personally appeared JOHN VENDITTO, personally to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as Supervisor of the Town of Oyster Bay, a municipal corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On this _____ day of _____, 20 , before me personally came _____, to me known, being duly sworn, did depose and say that he/she resides at:

_____

and that he/she is the duly authorized representative for:

_____

as described herein and which executed the above instrument.

_____
Notary Public

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

On the _____ day of _____, in the year 20 , before me, the undersigned, personally appeared _____, personally to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as _____of _____, a municipal corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On this _____ day of _____, before me personally came _____, to me known, being duly sworn, did depose and say that he/she resides at:

_____

and that he/she is the duly authorized representative for:

_____

As described herein and which executed the above instrument.

_____
Notary Public

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

On the _____ day of _____, in the year 20 , before me, the undersigned, personally appeared _____, personally to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as _____ of _____, a municipal corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On this _____ day of _____, before me personally came _____, to me known, being duly sworn, did depose and say that he/she resides at:

_____

and that he/she is the duly authorized representative for:

_____

As described herein and which executed the above instrument.

_____
Notary Public

Meeting of December 13, 2016 Resolution No. 676-2016

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended and requested Town Board authorization for the Supervisor to enter into a Public Service Agreement with YES Community Counseling Center, Inc. in connection with providing outreach and assistance to adolescents and adults who have been directly or indirectly affected by domestic violence and/or abuse, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $28,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is hereby accepted and approved, and the Supervisor is hereby authorized to enter into a Public Service Agreement with YES Community Counseling Center, Inc. in connection with providing outreach and assistance to adolescents and adults who have been directly or indirectly affected by domestic violence and/or abuse, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $28,000.00; 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 A 8686 47630 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)
Intergovernmental Affairs

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676

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Public Service Contract Agreement
YES Community Counseling Center, Inc.

YES Community Counseling Center, Inc. is a public service agency that targets troubled families and individuals.

YES Community Counseling Center, Inc. submitted a proposal to the Town to request continued funding to provide outreach and assistance to a very vulnerable population. Efforts will target adolescents and adults who have been directly or indirectly affected by domestic violence and/or abuse.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with YES Community Counseling Center, Inc., from January 1, 2017 through December 31, 2017 in an amount not to exceed Twenty Eight Thousand Dollars ($28,000.00). Funds for this purpose will be available in account IGA A 8686 47630 000 0000. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Board w/ 10 copies

Meeting of December 13, 2016 Resolution No. 677-2016

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into an agreement with Centro Cultural Hispano de Oyster Bay y Vecinidades, Inc., for a program that focuses on gang prevention among Hispanic youth in the Oyster Bay area and provides alternate activities and outlets, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $12,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted, and the Supervisor is hereby authorized to enter into an agreement with Centro Cultural Hispano de Oyster Bay y Vecinidades, Inc., for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $12,000.00; 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 funds for said payment to be drawn from Account No. IGA A 8686 47630 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)
Intergovernmental Affairs

677

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Peter Aiello, Program Coordinator
Community Development

THROUGH: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Public Service Contract Agreement
Centro Cultural Hispano de Oyster Bay y Vecindades, Inc.

Centro Cultural Hispano de Oyster Bay y Vecindades, Inc. has requested continued funding for a program that focuses on gang prevention among Hispanic youth in the Oyster Bay area. The program's goals are to prevent these children from taking part in gangs and gang related activities, and also to foster alternative activities and outlets. Centro Cultural Hispano de Oyster Bay y Vecindades, Inc. will submit claim for payment on a reimbursement basis with the appropriate back-up as required by the terms of the Agreement.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with Centro Cultural Hispano de Oyster Bay y Vecindades, Inc., from January 1, 2017 through December 31, 2017 in an amount not to exceed Twelve Thousand Dollars ($12,000.00). Funds for this purpose will be available in account number IGA A 8686 47630 000 0000. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016 Resolution No. 678-2016

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into an agreement with Centro Cultural Hispano de Oyster Bay y Vecinidades, Inc., to provide the costs associated with funding programs for non-English speaking Hispanic adults, such as salaries, supplies, educational materials and rent from January 1, 2017 through December 31, 2017, in an amount not to exceed $22,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted, and the Supervisor is hereby authorized to enter into an agreement with Centro Cultural Hispano de Oyster Bay y Vecinidades, Inc., from January 1, 2017 through December 31, 2017 for the 2017 calendar year, in an amount not to exceed $22,000.00; 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 funds for said payment are to be drawn from Account No. IGA A 8686 47630 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)
Intergovernmental Affairs

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678

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Public Service Contract Agreement
Centro Cultural Hispano de Oyster Bay y Vecindades, Inc.

Centro Cultural Hispano de Oyster Bay y Vecindades, Inc. (CCH) targets the Hispanic population in the Oyster Bay Hamlet and surrounding areas with services such as housing issues, employment, academic tutoring school age children and gang prevention.

The Centro Cultural Hispano de Oyster Bay y Vecindades, Inc. has requested continuous funding for a program that focuses directly on the non-English speaking Hispanic adult population. Funding will be utilized to reimburse the Centro Cultural Hispano de Oyster Bay y Vecindades, Inc., for salaries, supplies, educational materials and rent. The Centro Cultural Hispano de Oyster Bay y Vecindades, Inc. will submit claims on a reimbursable basis with the appropriate back-up as required by the terms of the Agreement.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with the Centro Cultural Hispano de Oyster Bay y Vecindades, Inc., from January 1, 2017 through December 31, 2017 in an amount not to exceed Twenty Two Thousand Dollars ($22,000.00). Funds for this purpose will be available in account IGA A 8686 47630 000 0000. Copies of said Agreement will be forwarded to the Town Attorney's Office for review under separate cover.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Board w/ 10 copies

Meeting of December 13, 2016 Resolution No. 679-2016

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into an agreement with the Doubleday Babcock Senior Center, Inc. d/b/a The Life Enrichment Center, to utilize funds from the Town's 2016-2017 Community Development Block Grant Program for Health and Wellness programs for seniors at least 60 years of age, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $13,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor is hereby authorized to enter into an agreement with Doubleday Babcock Senior Center, Inc. d/b/a The Life Enrichment Center, to utilize funds from the Town's 2016-2017 Community Development Block Grant Program, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $13,000.00; 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 8676 48280 740 CD17.

-#-

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

679

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Community Development
Public Service Contract Agreement
Doubleday Babcock Senior Center, Inc. d/b/a/ The Life Enrichment Center

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The Town of Oyster Bay's 2016-2017 Community Development Block Grant Program provides funds for eligible public service agencies within the Town.

The Doubleday Babcock Senior Center, Inc. d/b/a/ The Life Enrichment Center has submitted a proposal to this division to request funding for the 2017 calendar year. This agency proposes to utilize funding for Health and Wellness programs for seniors at least 60 years of age. This proposal has been reviewed and found to be in accordance with the rules and regulations governing the Community Block Grant Program.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with the Doubleday Babcock Senior Center, Inc. d/b/a/ The Life Enrichment Center from January 1, 2017 through December 31, 2017, for an amount not to exceed Thirteen Thousand Dollars ($13,000.00). Funds for this purpose will be available in account number IGA CD 8676.48280 740 CD17. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016 Resolution No. 680-2016

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into an agreement with the Boys and Girls Club of Oyster Bay/East Norwich, Inc., for recreational, cultural and social programs for children in kindergarten through 12th grade, from January 1, 2017 through December 31, 2017, in an amount not to exceed $12,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved and accepted, and the Supervisor is hereby authorized to enter into an agreement with the Boys and Girls Club of Oyster Bay/East Norwich, Inc., for recreational, cultural and social programs for children in kindergarten through 12th grade, from January 1, 2017 through December 31, 2017, in an amount not to exceed $12,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. IGA CD 8676 48280.

-#-

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

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680

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V Sammartano Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Community Development
Public Service Contract Agreement
Boys & Girls Club of Oyster Bay/East Norwich, Inc.

The Town of Oyster Bay's 2016-2017 Community Development Block Grant Program provides funds for eligible public service agencies within the Town.

The Boys & Girls Club of Oyster Bay/East Norwich, Inc. has submitted a proposal to this division to request funding for the 2017 calendar year. This agency proposes to utilize funding for recreational, cultural and social programs for children K-12 who fall within the income eligibility requirements. This proposal has been reviewed and found to be in accordance with the rules and regulations governing the Community Block Grant Program.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with the Boys & Girls Club of Oyster Bay/East Norwich, Inc. from January 1, 2017 through December 31, 2017, for an amount not to exceed Twelve Thousand Dollars ($12,000.00). Funds for this purpose will be available in account number IGA CD 8676 48280 741 CD17. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016 Resolution No. 681-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank v. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into a Public Service Agreement with the Grenville Baker Boys & Girls Club, Inc., to utilize funds from the Town's 2016-2017 Community Development Block Grant Program, in order to provide educational and athletic programs during before and after school hours for at risk youth who fall within the income eligibility requirements, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $8,200.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor is hereby authorized to enter into a Public Service Agreement with the Grenville Baker Boys & Girls Club, Inc., in order to provide educational and athletic programs during before and after school hours for at risk youth who fall within the income eligibility requirements, to utilize funds from the Town's 2016-2017 Community Development Block Grant Program, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $8,200.00; and be it further

RESOLVED, That the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. IGA CD 8676 48280 743 CD17.

-#-

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

15 681

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Community Development
Public Service Contract Agreement
Grenville Baker Boys & Girls Club, Inc.

The Town of Oyster Bay's 2016-2017 Community Development Block Grant Program provides funds for eligible public service agencies within the Town.

The Grenville Baker Boys & Girls Club, Inc. has submitted a proposal to this division to request funding for the 2017 calendar year. This agency proposes to utilize funding to provide educational and athletic programs during before and after school hours for at risk youth who fall within the income eligibility requirements. This proposal has been reviewed and found to be in accordance with the rules and regulations governing the Community Block Grant Program.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with the Grenville Baker Boys & Girls Club, Inc. from January 1, 2017 through December 31, 2017, for an amount not to exceed Eight Thousand Two Hundred Dollars ($8,200.00). Funds for this purpose will be available in account number IGA CD 8676 48280 743 CD17. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016 Resolution No. 682-2016

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into an agreement with the Hicksville Teenage Council, Inc./Hicksville Boys & Girls Club, Inc., to provide English as a Second Language (ESL) and tutoring programs for eligible elementary school children in connection with the Town of Oyster Bay's 2016-2017 Community Development Block Grant Program, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $13,250.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor is hereby authorized to enter into an agreement with the Hicksville Teenage Council, Inc./Hicksville Boys & Girls Club, Inc., in connection with the Town of Oyster Bay's 2016-2017 Community Development Block Grant Program, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $13,250.00, 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 8676 48280 744 CD17.

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Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

682

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Community Development
Public Service Contract Agreement
Hicksville Teenage Council, Inc. / Hicksville Boys & Girls Club, Inc.

The Town of Oyster Bay's 2016-2017 Community Development Block Grant Program provides funds for eligible public service agencies within the Town.

The Hicksville Teenage Council, Inc. /Hicksville Boys & Girls Club, Inc. submitted a proposal to this department to request funding for the 2017 calendar year. This agency proposes to utilize funding for an English as a Second Language (ESL) Program, and a tutoring program to assist approximately thirty (30) elementary school children who fall within the income eligibility requirements. This proposal has been reviewed and found to be in accordance with the rules and regulations governing the Community Block Grant Program.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with the Hicksville Teenage Council, Inc. /Hicksville Boys & Girls Club, Inc. from January 1, 2017 through December 31, 2017, for an amount not to exceed Thirteen Thousand Two Hundred Fifty Dollars ($13,250.00). Funds for this purpose will be available in account number IGA CD 8676 48280 744 CD17. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016 Resolution No. 683-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into a Public Service Agreement with YES Community Counseling Center, Inc., in connection with the Town of Oyster Bay's 2016-2017 Community Development Block Grant Program, for youth counseling, addressing family and peer pressures and substance abuse for youth who fall within the income eligibility requirements, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $23,550.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor is hereby authorized to enter into a Public Service Agreement with YES Community Counseling Center, Inc., to utilize funds from the Town's 2016-2017 Community Development Block Grant Program in an amount not to exceed $23,550.00, for youth counseling, addressing family and peer pressures and substance abuse for youth who fall within the income eligibility requirements, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $23,550.00; and be it further

RESOLVED, That the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. IGA CD 8676 48280 745 CD16.

-#-

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

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683

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Community Development
Public Service Contract Agreement
YES Community Counseling Center, Inc.

The Town of Oyster Bay's 2016-2017 Community Development Block Grant Program provides funds for eligible public service agencies within the Town.

YES Community Counseling Center, Inc. has submitted a proposal to this division to request funding for the 2017 calendar year. This agency proposes to utilize funding for youth counseling, addressing family and peer pressures and substance abuse for youth who fall within the income eligibility requirements. This proposal has been reviewed and found to be in accordance with the rules and regulations governing the Community Block Grant Program.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with YES Community Counseling Center, Inc. from January 1, 2017 through December 31, 2017, for an amount not to exceed Twenty Three Thousand Five Hundred Fifty Dollars ($23,550.00). Funds for this purpose will be available in account number IGA CD 8676 48280 745 CD17. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016

Resolution No. 684-2016

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into an agreement with Plainedge Senior Citizens, Inc., to accept their proposal to utilize funds from the Town's 2016-2017 Community Development Block Grant Program, to hold weekly meetings, and to utilize funds for rent, weekly snacks and monthly lunch to its members, who are seniors at least 60 years of age, for the period from January 1, 2017 to December 31, 2017, in an amount not to exceed $4,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor is hereby authorized to enter into an agreement with Plainedge Senior Citizens, Inc., to accept their proposal to utilize funds from the Town's 2016-2017 Community Development Block Grant Program, for the period from January 1, 2017 to December 31, 2017, in an amount not to exceed $4,000.00; 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 8676 48280 748 CD17.

-#-

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

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684

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Community Development
Public Service Contract Agreement
Plainedge Senior Citizens, Inc.

The Town of Oyster Bay's 2016-2017 Community Development Block Grant Program provides funds for eligible public service agencies within the Town.

Plainedge Senior Citizens, Inc. has submitted a proposal to this division to request funding for the 2017 calendar year. This organization holds weekly meetings, and proposes to utilize funding for rent, and weekly snacks and a monthly lunch to its members, who are seniors at least 60 years of age. This proposal has been reviewed and found to be in accordance with the rules and regulations governing the Community Block Grant Program.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with Plainedge Senior Citizens, Inc. from January 1, 2017 through December 31, 2017, for an amount not to exceed Four Thousand Dollars ($4,000.00). Funds for this purpose will be available in account number IGA CD 8676 48280 748 CD 17. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016 Resolution No. 685-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into an agreement with Veterans of Foreign Wars of the U.S. William M. Grouse, Jr., Post #3211, to provide aid and comfort to hospitalized veterans and meals for veterans at their Hicksville lodge, in connection with the Town of Oyster Bay's 2016-2017 Community Development Block Grant Program, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $4,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor is hereby authorized to enter into an agreement with Veterans of Foreign Wars of the U.S., William M. Grouse, Jr., Post #3211, to provide aid and comfort to hospitalized veterans and meals for veterans in connection with the Town's 2016-2017 Community Development Block Grant Program, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $4,000.00; 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 8676 48280 749 CD17.

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

Supervisor 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

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685

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Community Development
Public Service Contract Agreement
Veterans of Foreign Wars of the U.S.
William M. Gouse, Jr., Post #3211

The Town of Oyster Bay's 2016-2017 Community Development Block Grant Program provides funds for eligible public service agencies within the Town.

The Veterans of Foreign Wars of the U.S. William M. Gouse, Jr., Post #3211 has submitted a proposal to this division to request funding for the 2017 calendar year. This organization proposes to utilize funding to provide aid and comfort to hospitalized veterans and meals for veterans at their Hicksville lodge. This proposal has been reviewed and found to be in accordance with the rules and regulations governing the Community Block Grant Program.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with the Veterans of Foreign Wars of the U.S. William M. Grouse, Jr., Post #3211 from January 1, 2017 through December 31, 2017, for an amount not to exceed Four Thousand Dollars ($4,000.00). Funds for this purpose will be available in account number IGA CD 8676 48280 749 CD17. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016 Resolution No. 686-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 6, 2015, recommended that the Supervisor be authorized to enter into a Public Service Agreement with the Long Island Wheelchair Athletic Club, Inc./Greater Long Island Running Club, Inc., to utilize funds from the Town's 2016-2017 Community Development Grant Program in order to promote fitness and participation of physically and mentally challenged individuals in multi-sport events, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $4,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor is hereby authorized to enter into a Public Service Agreement with the Long Island Wheelchair Athletic Club, Inc./Greater Long Island Running Club, Inc., to utilize funds from the Town's 2016-2017 Community Development Block Grant Program in order to promote fitness and participation of physically and mentally challenged individuals in multi-sport events, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $4,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. IGA CD 8676 48280 750 CD17.

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

Supervisor 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

20 686

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Peter Aiello, Program Coordinator
Community Development

THROUGH: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Community Development
Public Service Contract Agreement
Long Island Wheelchair Athletic Club, Inc. /Greater Long Island Running Club, Inc.

The Town of Oyster Bay's 2016-2017 Community Development Block Grant Program provides funds for eligible public service agencies within the Town.

The Long Island Wheelchair Athletic Club, Inc. /Greater Long Island Running Club, Inc. have submitted a proposal to this division to request funding for the 2017 calendar year. This organization proposes to utilize funding to promote fitness and participation of physically and mentally challenged individuals by participation in multi-sport events. This proposal has been reviewed and found to be in accordance with the rules and regulations governing the Community Block Grant Program.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with the Long Island Wheelchair Athletic Club, Inc. /Greater Long Island Running Club, Inc. from January 1, 2017 through December 31, 2017, for an amount not to exceed Four Thousand Dollars ($4,000.00). Funds for this purpose will be available in account number IGA CD 8676 48280 750 CD17. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016 Resolution No. 687-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 28, 2016, recommended that the Supervisor be authorized to enter into an agreement with Centro Cultural Hispano de Oyster Bay y Vecinidades, Inc., to provide after school enrichment programs to children of low income families where English is not the first language spoken in their homes, in connection with the Town of Oyster Bay's 2016-2017 Community Development Block Grant Program, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $5,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted, and the Supervisor is hereby authorized to enter into an agreement with Centro Cultural Hispano de Oyster Bay y Vecinidades, Inc., in connection with the Town's 2016-2017 Community Development Block Grant Program to provide after school enrichment programs to children of low income families where English is not the first language spoken in their homes, for the period from January 1, 2017 through December 31, 2017, in an amount not to exceed $5,000.00; 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 8676 48280 751 CD17.

-#-

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

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687

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Deputy Commissioner
Intergovernmental Affairs

DATE: November 28, 2016

SUBJECT: Community Development
Public Service Contract Agreement
Centro Cultural Hispano de Oyster Bay y Vecinidades, Inc.

The Town of Oyster Bay's 2016-2017 Community Development Block Grant Program provides funds for eligible public service agencies within the Town.

Centro Cultural Hispano de Oyster Bay y Vecinidades, Inc. (CCH) has submitted a proposal to this division to request funding for the 2017 calendar year. This agency proposes to utilize funding to provide after school enrichment programs to children of low income families, where English is not the first language spoken in their homes. This proposal has been reviewed and found to be in accordance with the rules and regulations governing the Community Block Grant Program.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor to enter into an Agreement with CCH, from January 1, 2017 through December 31, 2017, for an amount not to exceed Five Thousand Dollars ($5,000.00). Funds for this purpose will be available in account number IGA CD 8676 48280 751 CD17. Copies of said Agreement will be forwarded to the Town Attorney's Office for review.

Frank V. Sammartano
Deputy Commissioner

FVS/PA
cc: Town Attorney w/ 10 copies

Meeting of December 13, 2016 Resolution No. 688-2016

Reviewed By
Office of Town Attorney

WHEREAS, the Town, through the Office of the Receiver of Taxes, entered into a contract as authorized by Resolution No. 295-2014, adopted on May 6, 2014, with Business Automation Services, Inc., to provide modification and upgrade technical services for the existing primary tax management system, including an online tax payment system; and

WHEREAS, James J. Stefanich, Receiver of Taxes, by memorandum dated November 23, 2016, requested Town Board authorization to ratify and continue the annual software maintenance provided by Business Automation Services, Inc., for the existing primary tax management system and online tax payment system, from January 1, 2017 through December 31, 2017, at a cost of $90,050.00, and funds are to be drawn from Account No. ROT A 1330 46100 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the authorization to ratify and continue the annual software maintenance provided by Business Automation Services, Inc., for the existing primary tax management system and online tax payment system from January 1, 2017 through December 31, 2017, at a cost of $90,050.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment shall be drawn from Account No. ROT A 1330 46100 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)
Receiver of Taxes

22 688

TOWN OF OYSTER BAY

Office of the Receiver of Taxes

INTER-DEPARTMENTAL MEMORANDUM

TO: **MEMORANDUM DOCKET**

FROM: **JAMES J. STEFANICH, RECEIVER OF TAXES**

RE: **ANNUAL SOFTWARE MAINTENANCE RENEWAL**

DATE: **November 23, 2016**

The Office of the Receiver of Taxes entered into contract with Business Automation Services, Inc. to provide modification and upgrade technical services for the existing primary tax management system, including an online tax payment system. This contract was authorized by the Town Board (Resolution No. 295-2014).

Town Board authorization is hereby requested for James J. Stefanich, Receiver of Taxes, to ratify and continue the annual software maintenance provided by Business Automation Services, Inc. for the existing primary tax management system and online tax payment system.

The cost of this service is $90,050.00 for the calendar year 2017. Funds are to be drawn from Account No. ROT A 1330 46100 000 0000.

James J. Stefanich, Receiver of Taxes

Attachment: Town Board Resolution No. 295-2014
Business Automation Services, Inc . Invoice # JAN17-134

Town Attorney (Original +10 copies)

Business Automation Services, Inc
661 Plank Road
Clifton Park, NY 12065
Phone 518-371-6869

DATE	INVOICE #
11/21/2016	JAN17-134

BILL TO

Ms. Maura Fahey
Deputy Receiver of Taxes
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, NY 11771

DUE DATE
1/15/2017

SOFTWARE & SERVICES	AMOUNT
Tax Collection System: January $35,575. - July $35,575 Total: $71,150. Annual Software Support/Maintenance Fee (for the period 1/1/17 - 12/31/17)	35,575.00
Online Tax Payment Portal: January $9,450 - July $9,450 Total: $18,900. Annual Software Support/Maintenance & Hosting Fee (for the period 1/1/17 - 12/31/17)	9,450.00
Please Note: payment is expected to be received prior to the start of your new service period. This will allow us sufficient time for processing of your check. Thank You.	
Thank you for your business.	**Total Due** $45,025.00

Reviewed By
Office of Town Attorney

Meeting of May 6, 2014 Resolution No. 295-2014

WHEREAS, Resolution No. 1055-2011, adopted on December 13, 2011, authorized the Office of the Receiver of Taxes to enter into a contract with Business Automation Services, Inc., 636 Plank Road, Suite 207, Clifton Park, New York 12065, to supply a replacement primary tax management system (iTax tax management software) and services for the Office of the Receiver of Taxes in different phases; and

WHEREAS, Phase I for the iTax software implementation project was completed in mid-2013 and now it is necessary to complete Phase 2 implementation of the iTax software and needed modifications to enable the mandatory functionality as required by the directives of the New York State Comptroller and statutes contained in the New York State Real Property Tax Law; and

WHEREAS, James J. Stefanich, Receiver of Taxes, and Maura Fahey, Deputy Receiver of Taxes, by memorandum dated April 22, 2014, recommend that the Town Board authorize the Office of the Receiver of Taxes to enter into a contract, nunc pro tunc from March 7, 2014, with Business Automation Services, Inc., to provide modification and upgrade technical services for existing tax payment processing system application software to the Office of the Receiver of Taxes, in an amount not to exceed $350,420; and

WHEREAS, the funds shall be drawn from Account No. H 1997 26000 1202 001 and Account No. H 1997 26000 1308 001, or any other appropriate account,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth above is accepted, and James J. Stefanich, Receiver of Taxes, is hereby authorized to enter into a contract with Business Automation Services, Inc., to supply a modification to the existing tax management system for the Office of the Receiver of Taxes; and be it further

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

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

Supervisor 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)
REC. Taxes

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 1045-2009, adopted on December 1, 2009, the Town Board authorized James J. Stefanich, Receiver of Taxes, to purchase replacement, customized tax payment processing system application software from RP Solutions, Inc., 2415 North Triphammer Road, Ithaca, New York; and

WHEREAS, James J. Stefanich, Receiver of Taxes, by memorandum dated November 23, 2016, requested Town Board authorization to renew the annual software maintenance provided by RP Solutions, Inc. for the existing tax payment processing system from January 1, 2017 through December 31, 2017, in the sum of $12,392.00,

NOW, THEREFORE BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and James J. Stefanich, Receiver of Taxes, is hereby authorized to renew the annual software maintenance provided by RP Solutions, Inc. for the existing tax payment processing system January 1, 2017 through December 31, 2017 in the sum of $12,392.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment shall be drawn from Account No. ROT A 1330 46100 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)
Receiver of Taxes

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TOWN OF OYSTER BAY

Office of the Receiver of Taxes

INTER-DEPARTMENTAL MEMORANDUM

TO: **MEMORANDUM DOCKET**

FROM: **JAMES J. STEFANICH, RECEIVER OF TAXES**

RE: **ANNUAL SOFTWARE MAINTENANCE RENEWAL**

DATE: **November 23, 2016**

The Office of the Receiver of Taxes conducted a request for proposal for a customized payment processing system. The Town Attorney determined RP Solutions, Inc. to be a sole source provider and the purchase is in compliance with Town Procurement Policy. This contract was awarded to RP Solutions, Inc, and authorized by the Town Board (Resolution 1045-2009).

Town Board authorization is hereby requested for James J. Stefanich, Receiver of Taxes, to continue the annual software maintenance provided by RP Solutions, Inc. for the existing tax payment processing system.

The cost of this service is $12,392.00 and will be covered by Account # ROT A 1330 46100 000 0000.

James J. Stefanich, Receiver of Taxes

Attachment: Town Board Resolution No. 1045-2009
RP Solutions, Inc. invoice # 103019

Town Attorney (Original +10 copies)

RP Solutions, Inc.

Your Experts In Payment Processing Solutions

Invoice

Date	Invoice #
12/1/2016	103019

2415 North Triphammer Road, Suite 2
Ithaca, NY 14850
Phone (877) 777-6588 Fax (607) 257-7779
www.RPSolutions.com

Bill To

Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, NY 11771
Attn: Maura Fahey

Ship To

Project	P.O. No.	Terms
		Due on receipt

Description	Quantity	Rate	Amount
Annual Software Maintenance 20093579			
Jan 1, 2017 - Dec 31, 2017			
Total Annual Cost - $12,392.00			
Installment 1			
Jan 1, 2017 - June 30, 2017			
ExpertRPS	0.5	3,924.00	1,962.00
ARC/Check 21 Module	0.5	4,580.00	2,290.00
ExpertICE (25 users)	0.5	1,572.00	786.00
ExpertCashier	0.5	1,170.00	585.00
CAR/LAR Reco	0.5	1,146.00	573.00
Installment 2			
July 1, 2017 - Dec 31, 2017			
Invoice forthcoming June 1, 2017 for $6196			

Total	$6,196.00

RESOLUTION NO. 1045-2009

Reviewed By
Office of Town Attorney

Meeting of December 1, 2009

WHEREAS, James J. Stefanich, Receiver of Taxes, by memorandum dated November 23, 2009, requests Town Board authorization to purchase replacement customized tax payment processing system application software from RP Solutions, Inc., 2415 North Triphammer Road, Ithaca, New York 14850, in an amount not to exceed $62,239.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and James J. Stefanich, Receiver of Taxes, is hereby authorized to purchase replacement customized tax payment processing system application software from RP Solutions, Inc., 2415 North Triphammer Road, Ithaca, New York 14850, in an amount not to exceed $62,239.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment shall be drawn from Account Nos. H 7045.2002 ($28,132.02) and H 7045.2003 ($34,106.98), or any other appropriate account.

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

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilwoman Walker	Aye
Councilwoman Faughnan	Aye
Councilman Pinto	Aye

cc: Supervisor (2)
Town Attorney
Comptroller (2)
Rec. of Taxes

Meeting of December 13, 2016 Resolution No. 691-2016

WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by Memorandum dated November 22, 2016, recommended that the Town Board re-appoint the following individuals to their positions on the Town of Oyster Bay Landmarks Preservation Committee, effective January 1, 2017, as follows:

Ms. Karen Strom, Esq.
Schroder & Strom, LLP.
114 Old Country Road
Suite 218
Mineola, NY 11501
For The Term: January 1, 2017 to December 31, 2020

John Collins, Historian
20 Sampson Street
Oyster Bay, New York 11771
For the Term: January 1, 2017 to December 31, 2020

Clifford Chabina
1176 Cove Edge Road
Oyster Bay Cove, New York 11791
For the Term: January 1, 2017 to December 31, 2020

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendations are hereby accepted and approved, and that Ms. Karen Strom and Messrs. John Collins and Clifford Chabina are hereby re-appointed to their positions on the Town of Oyster Bay Landmarks Preservation Commission.

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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)
Planning & Development

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TOWN OF OYSTER BAY

Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: TIMOTHY R. ZIKE, ACTING COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: NOVEMBER 22, 2016

Subject: RE-APPOINTMENTS TO THE LANDMARKS PRESERVATION COMMISSION

It is respectfully requested that the following re-appointments be made to the Landmarks Preservation Commission for the term indicated, effective January 1, 2017, as follows:

Ms. Karen Strom, (Attorney) TERM: (1/1/2017-12/31/2020)
Schroder & Strom, LLP, 114 Old Country Road, Ste. 218, Mineola, NY 11501

John Collins, (Historian) TERM: (1/1/2017-12/31/2020)
20 Sampson Street, Oyster Bay, NY 11771

Clifford Chabina, (Resident) TERM: (1/1/2017-12/31/2020)
1176 Cove Edge Road, Oyster Bay Cove, NY 11791

The Landmarks Preservation Commission members serve without compensation.

Timothy R. Zike
TIMOTHY R. ZIKE
ACTING COMMISSIONER

TRZ:kd
cc: Town Attorney w/10 copies

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 279-15, adopted on May 12, 2015, the Town Board granted a Change of Zone and Site Plan Approval for the construction and development of a mixed-use development located in "RSC-25" (Multi-Family Senior Citizen Residence), "RMF-16" (Multi-Family Residence) and "GB" (General Business) Districts, at premises located at Old Country Road, Plainview, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 47, Block E, Lots 752A and 752B on the Land and Tax Map of Nassau County; and

WHEREAS, Resolution No. 279-15 required that a Declaration of Restrictive Covenants be executed and recorded, which Declaration contained covenants and restrictions, specifically Covenant No. 25 which provides for Town Board approval of any major Site Plan Modification; and

WHEREAS, by letter dated November 8, 2016, Vincent J. Pizzulli, Jr., Esq., attorney for fee owner, requested that the Town Board approve the amended Site Plan as submitted; and

WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by memorandum dated November 23, 2016, has advised that the Department of Planning and Development has reviewed the following two (2) plans prepared by Francis J. Antetomaso, P.E., Sidney B. Bowne & Son, Mineola, New York:

SHEET NO.	TITLE	PREPARED BY	DATE
CC-1	SITE LAYOUT PLAN	Francis J. Antetomaso, P.E.	11/04/16
CC-2	SITE LAYOUT PLAN	Francis J. Antetomaso, P.E.	11/04/16

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

WHEREAS, by Inter-Departmental Memo dated December 8, 2016, Neil O. Bergin, Commissioner of the Town of Oyster Bay Department of Environmental Resources, submitted an environmental report with respect to the subject proposed action pursuant to Article 8 of the New York State Environmental Conservation Law, State Environmental Quality Review Act (SEQRA), and its implementing regulations at 6 NYCRR Part 617, and the Town Environmental Quality Review (TEQR) law, at Chapter 110 of the Oyster Bay Town Code, which report classifies the subject proposed action at Type II under SEQRA and indicates that such action will not have a significant impact on the environment and is precluded from environmental review under the Environmental Conservation Law, Article 8, and the SEQRA regulations,

NOW, THEREFORE, BE IT RESOLVED, That the request of Vincent J. Pizzulli, Jr., Esq., dated November 8, 2016, that the Amended Site Plan be approved for premises located at Old Country Road, Plainview, Town of Oyster Bay, County of Nassau, New York, and designated as Section 12, Block E, Lots 752A and 752B on the Land and Tax Map of Nassau County, be approved and be it further

Resolution No. 692-2016

RESOLVED, That in accordance with the memorandum of Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, dated November 23, 2016, the two (2) plans described herein are hereby approved.

-#-

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

Supervisor Venditto	Aye
Councilman 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

TO: MEMORANDUM DOCKET

FROM: TIMOTHY R. ZIKE, ACTING COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: NOVEMBER 23, 2016

SUBJECT: REQUEST FOR AMENDED SITE PLAN APPROVAL
TOWN BOARD RESOLUTION NUMBER 279-2015
SECTION 47, BLOCK E, LOT(S) 751A, 751B, 751C & 751D
OLD COUNTRY ROAD – PLAINVIEW, NEW YORK

This Department is in receipt of correspondence, dated November 8, 2016, from Vincent J. Pizzulli, Jr., requesting an amended Site Plan Approval for the above referenced property.

On May 12, 2015, the Town Board approved Resolution Number 279-2015 which granted a Change of Zone and granted Site Plan Approval for the construction and development of a mixed-use development located in an "RSC-25" (Multi-Family Senior Citizen Residence), "RMF-16" (Multi-Family Residence), and "GB" (General Business) Districts. According to the Declaration of Restrictive Covenants, Number 25 (copy attached), any "major" Site Plan modifications requires Town Board approval via a Resolution.

The proposed amended Site Plan decreases the number of proposed retails buildings and changed the proposed building footprints. The commercial development has decreased from 16.07 acres to 15.637 acres while adding the difference of .433 acres to the "RMF-16" residential lot to enlarge the buffer area along Round Swamp Road. The overall square footage of the commercial buildings (118,450 s.f.) has not changed, but the parking calculations have changed due to the replacement of 8,260 square feet of retail space with the same amount of restaurant space in buildings "A" and "C". As a result, the required parking increased by five parking spaces (from 593 to 598), but the proposed parking increased by 72 spaces (from 688 to 760). In addition to creating more parking spaces, the amount of landscaping in parking areas has increased from .22 acres to .28 acres.

Two (2) amended plans prepared by Francis J. Antetomaso P.E., Sidney B. Bowne & Son Mineola, New York have been submitted for amended Site Plan Approval. The plans are as follows:

SHEET NO	TILE	PREPARED BY	LAST REVISED
CC-1	SITE LAYOUT PLAN	FRANCIS J. ANTETOMASO P.E.	11/04/2016
CC-2	SITE LAYOUT PLAN	FRANCIS J. ANTETOMASO P.E.	11/04/2016

This Department has reviewed the amended Site Plans for the above-captioned property using the standards and requirements of Chapter 246 (Zoning) of the Code of the Town of Oyster Bay. The Department's review finds that the amended Site Plans are in conformance with the guidelines of Chapter 246. Therefore, I recommend the Town Board approve the amended Site Plans herein enumerated in accordance with Section 246 of the Code of the Town of Oyster Bay and amend the prior Site Plan Approval granted by Town Board Resolution Number 279-2015.

Timothy R. Zike
TIMOTHY R. ZIKE
ACTING COMMISSIONER

TZ
Encls.

cc: Legislative Affairs (10 copies w/ attachments)

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Monthly #27

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

December 8, 2016

TO: LEONARD GENOVA, TOWN ATTORNEY
ATTENTION: THOMAS SABELLICO, SECIAL COUNSEL

FROM: NEIL BERGIN, COMMISSIONER,
DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT: REQUEST FOR AMENDED SITE PLAN APPROVAL; TOWN BOARD RESOLUTION #279-2015; SECTION 47, BLOCK E, LOTS 751A, 751B, 751C, AND 751D (COUNTRY POINTE AT PLAINVIEW) - CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA): TYPE II

Pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay) and the promulgating regulations of SEQRA (6 NYCRR Part 617), the Department of Environmental Resources has reviewed the above captioned proposed action, as described in an Inter-Departmental Memo to the Memorandum Docket from the Department of Planning & Development (P&D), dated November 23, 2016.

The proposed action involves amendment of a site plan previously approved by the Town Board. That prior site plan was evaluated pursuant to SEQRA, along with the associated change of zone application, by means of a full Environmental Impact Statement (EAS) process which culminated with the Town Board's adoption of a Findings Statement on March 24, 2015 by Resolution # 177-2015. The November 23, 2016 P&D memo specifies that the proposed site plan amendment includes a decrease of the commercial development area from 16.07 acres to 15.637 acres while adding the difference of 0.433 acres to the "RMF-16" residential lot to enlarge the buffer area along Round Swamp Road. The overall square footage of the commercial buildings (118,450 square feet) has not changed, but the parking calculations have changed due to the replacement of 8,260 square feet of retail space with the same amount of restaurant space in buildings "A" and "C". As a result, the required parking has increased by five parking spaces (from 593 to 598), but the proposed parking has increased by 72 spaces (from 688 to 760). In addition to creating more parking spaces, the amount of landscaping in parking areas has increased from 0.22 acre to 0.28 acre.

On the basis of our evaluation, the Department of Environmental Resources concludes that this proposed action is classified as Type II pursuant to the SEQRA Type II Actions List, at 6 NYCRR §617.5(c), item #7, pertaining to "construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities".

Actions or classes of actions identified as Type II in the above-referenced section of the SEQRA regulations have been pre-determined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8, and the SEQRA regulations.

Inasmuch as the subject proposed action is classified under SEQRA's pre-determined Type II Action list, as described above, the Department of Environmental Resources has applied the law and finds that said proposed action does not require the completion of an Environmental Impact Statement (EIS), or any further review or other procedural activities pursuant to SEQRA.

NEIL BERGIN, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

cc: FILE - Old Bethpage / Country Pointe at Plainview

Reviewed By
Office of Town Attorney

Meeting of May 12, 2015

Resolution No.279 -2015

WHEREAS, PLAINVIEW PROPERTIES, SPE, LLC, fee owner, and BEECHWOOD POB LLC, contract vendee, (hereinafter collectively referred to as the "applicants"), have petitioned the Town Board of the Town of Oyster Bay for a Change of Zone from the OB Office Building ("OB") and R1-1A One-Family Residence ("R1-1A") Districts to the RSC-25 Multi-Family Senior Citizen Residence ("RSC-25"), RMF-16 Multi-Family Residence ("RMF-16") and GB General Business ("GB") Districts, and rescission of a Declaration of Restrictive Covenants dated February 11, 1998 and recorded in the Office of the Clerk of Nassau County, and Site Plan Approval for property located at the southwest corner of Old Country Road and Round Swamp Road, in Plainview, Town of Oyster Bay, County of Nassau, State of New York, said premises being described as Section 47, Block E, Lots 747B, 747D, 747E, 748A, and 748D on the Land and Tax Map of Nassau County; and

WHEREAS, the proposed development of this site will provide much needed senior housing, including price-controlled housing wherein at least one householder in each unit is aged 62 years or greater and market-rate housing wherein at least one householder in each unit is aged 55 years or greater, and will provide open/recreational space, including the dedication of 58.93 acres to the Town of Oyster Bay; and

WHEREAS, the Town Board, acting as lead agency pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), Article 8 of the New York State Environmental Conservation Law, and the implementing regulations thereto at 6 NYCRR Part 617, deemed that the proposed action – consisting of the rezoning of a portion of the subject 143.25 acre property from R1-1A and OB Districts, to RMF-16, RSC-25, and GB Districts, while retaining a portion of the site in the existing R1-1A and OB Districts; Site Plan Approval for the portion of the subject property to be rezoned, including mixed, multi-family uses in the RMF-16-zoned area, price-controlled senior housing in the RSC-25-zoned area, and commercial uses in the GB-zoned area; Dedication of land to the Town of Oyster Bay for open space and recreation uses, pursuant to the Covenants and Restrictions adopted in 1998 in connection with the prior rezoning approval for the subject property which created the existing OB district; and Rescission of the 1998 Covenants and Restrictions, and establishment of new Covenants and Restrictions specific to the proposed development – has the potential for significant environmental impact and, accordingly, issued a Positive Declaration by Resolution No. 80-2012 adopted on January 17, 2012; and

WHEREAS, in accordance with the aforementioned Positive Declaration, the proposed action was the subject of a Draft Environmental Impact Statement ("DEIS"), dated March 2013, which document was accepted by the Town Board on April 9, 2013 by Resolution No. 264-2013, and thereafter was circulated for public review and comment, in accordance with the requirements of SEQRA; and

WHEREAS, a duly advertised public hearing was convened by the Town Board on February 4, 2014, at which time everyone wishing to comment on the DEIS, the proposed zoning legislation, and proposed redevelopment of the site were heard; and

WHEREAS, a Final Environmental Impact Statement ("FEIS") was prepared to address substantive issues raised during the public review of the DEIS, said FEIS, dated January 2015, being accepted by the Town Board on February 3, 2015 by Resolution No. 56-2015, and thereafter was circulated in accordance with the requirements of SEQRA; and

WHEREAS, subsequent to the issuance of the FEIS, the applicants engaged in discussions with the Town to identify possible additional modifications to the proposed action that would enhance the mitigation provided in the site plan presented in the FEIS; and

WHEREAS, as a result of the aforementioned, post-FEIS discussions, the applicants have amended their proposal to further reduce the overall residential yield, increase the proportion of age-restricted units in the residential component of the project, and increase the amount of open space and recreational land to be provided; and

WHEREAS, the applicants' amended site plan prepared subsequent to the FEIS has been submitted for the Town Board's consideration, superseding the site plan that was presented in the FEIS; and

WHEREAS, the Town Board has completed its review of the subject proposed action in accordance with the provisions of SEQRA and its implementing regulations at 6 NYCRR Part 617; and

WHEREAS, by Resolution No. 177-2015, adopted on March 24, 2015, the Town Board approved the Findings Statement, pursuant to the requirements of SEQRA, and directed the Department of Environmental Resources to distribute the Findings Statement in accordance with the requirements of SEQRA; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 9999-15, adopted on March 19, 2015, and Resolution No. 10004-15, adopted on April 16, 2015, has recommended local determination of said application; and

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

WHEREAS, Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 7, 2015, has advised that the Department of Planning and Development has reviewed the following document prepared by Nelson & Pope, Engineers & Surveyors, Melville, New York:

SHEET NO.	TITLE	DATE
C-101	OVERALL SITE PLAN	March 2015

WHEREAS, said Deputy Commissioner further reports that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section

246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Petition of PLAINVIEW PROPERTIES, SPE, LLC, fee owner, and BEECHWOOD POB LLC, contract vendee, requesting that the Town Board of the Town of Oyster Bay (the "Town Board") approve a Change of Zone for 64.53 acres from the Office Building ("OB") District and R1-1A One-Family Residence ("R1-1A") District to the RMF-16 Multi-Family Residence ("RMF-16") District (Lot A as described hereinbelow), for 3.72 acres from the Office Building ("OB") District to the RSC-25 Senior Citizen Residence ("RSC-25") District (Lot B as described hereinbelow), for 16.07 acres from the Office Building ("OB") District and R1-1A One-Family Residence ("R1-1A") District to the General Business ("GB") District (Lot C as described hereinbelow), for 1.00 acre from the R1-1A One-Family Residence ("R1-1A") District to the RMF-16 Multi-Family Residence ("RMF-16") District (Lot F as described hereinbelow), and for 57.93 acres to retain its split zoning of Office Building ("OB") District and R1-1A One-Family Residence ("R1-1A") District (Lots D, E, G, H and I, as described hereinbelow), and rescission of a Declaration of Restrictive Covenants dated February 11, 1998 and recorded in the Office of the Clerk of Nassau County in Liber 11017, page 315, and Site Plan Approval to erect mixed, multi-family housing in the RMF-16 Multi-Family Residence ("RMF-16") District area of the premises, price-controlled senior housing in the RSC-25 Senior Citizen Residence ("RSC-25") District area of the premises, and commercial uses in the General Business ("GB") District area of the premises, and to dedicate land to the Town of Oyster Bay for open space and recreation uses, for property located at the southwest corner of Old Country Road and Round Swamp Road, in Plainview, Town of Oyster Bay, County of Nassau, State of New York, said premises being described as Section 47, Block E, Lots 747B, 747D, 747E, 748A, and 748D on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described as follows;

SCHEDULE A

BEGINNING at the westerly end of a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road;

RUNNING THENCE along the westerly side of Round Swamp Road the following twelve (12) courses:

(1) Easterly along the arc of a curve bearing to the right, having a radius of 180.55 feet and a length of 277.38 feet;
(2) Southerly along the arc of a curve bearing to the right, having a radius of 423.44 feet and a length of 345.46 feet;
(3) S 64 degrees, 56 minutes, 18 seconds E, 12.49 feet;
(4) S 25 degrees, 03 minutes, 46 seconds W, 204.90 feet;
(5) S 27 degrees, 03 minutes, 21 seconds W, 494.67 feet;
(6) S 19 degrees, 46 minutes, 31 seconds W, 461.26 feet;
(7) Southerly along the arc of a curve bearing to the right, having a radius of 8,142.29 feet and a length of 544.75 feet;
(8) S 23 degrees, 36 minutes, 31 seconds W, 400.16 feet;

(9) Southerly along the arc of a curve bearing to the right, having a radius of 7,268.52 feet and a length of 498.42 feet;
(10) S 27 degrees, 32 minutes, 15 seconds W, 306.99 feet;
(11) S 31 degrees, 31 minutes, 17 seconds W, 435.51 feet;
(12) S 23 degrees, 49 minutes, 18 seconds W, 225.56 feet;

THENCE the following seven (7) courses:

(1) N 45 degrees, 03 minutes, 34 seconds W, 607.93 feet;
(2) N 13 degrees, 26 minutes, 16 seconds E, 239.75 feet;
(3) N 59 degrees, 08 minutes, 24 seconds W, 64.04 feet;
(4) N 58 degrees, 56 minutes, 04 seconds W, 747.26 feet;
(5) N 67 degrees, 50 minutes, 14 seconds W, 543.23 feet;
(6) N 67 degrees, 54 minutes, 48 seconds W, 33.00 feet;
(7) S 41 degrees, 06 minutes, 07 seconds W, 815.00 feet to the easterly side of Bethpage State Parkway (not constructed) (land of the Long Island State Park Commission);

THENCE along said road line the following two (2) courses:

(1) Northerly along the arc of a curve bearing to the left, having a radius of 4,637.50 feet and a length of 144.43 feet;
(2) N 21 degrees, 09 minutes, 46 seconds E, 1,525.76 feet;

THENCE the following four (4) courses:

(1) S 77 degrees, 48 minutes, 06 seconds E, 455.56 feet;
(2) N 21 degrees, 09 minutes, 47 seconds E, 25.53 feet;
(3) Northerly along the arc of a curve bearing to the left, having a radius of 300.00 feet and a length of 228.80 feet;
(4) N 22 degrees, 32 minutes, 03 seconds W, 361.66 feet; to the southerly side of Old Country Road;

THENCE along said road line the following two (2) courses:

(1) Easterly along the arc of a curve bearing to the right, having a radius of 9,960.00 feet and a length of 1,032.82 feet;
(2) N 70 degrees, 17 minutes, 42 seconds E, 1,639.47 feet to the POINT or PLACE of BEGINNING, containing within said bounds, 143.25 acres.

SAID PREMISES being described as Section 47, Block E, Lots 747B, 747D, 747E, 748A, and 748D on the Land and Tax Map of Nassau County,

DESCRIPTION OF LOT A

(Area to be rezoned to RMF-16 from OB and R1-1A)

BEGINNING at a point on the southerly end of a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road;

RUNNING THENCE South 64 degrees 56 minutes 18 seconds East, 12.49 feet;

THENCE along the westerly side of Round Swamp Road the following seven (7) courses:

1. South 25 degrees 03 minutes 46 seconds West, 204.90 feet;
2. South 27 degrees 03 minutes 21 seconds West, 494.67 feet;
3. South 19 degrees 46 minutes 31 seconds West, 461.26 feet;
4. Along the arc of a curve bearing to the right, having a radius of 8,142.29 feet and an arc length of 544.75 feet;
5. South 23 degrees 36 minutes 31 seconds West, 400.16 feet;
6. Along the arc of a curve bearing to the right, having a radius of 7,2268.52 feet and an arc length of 498.42 feet;
7. South 27 degrees 32 minutes 15 seconds West, 306.99 feet;

THENCE North 53 degrees 25 minutes 42 seconds West, 810.17 feet;

THENCE North 24 degrees 59 minutes 29 seconds East, 216.20 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 455.00 feet and an arc length of 381.25 feet;

THENCE North 23 degrees 01 minutes 01 seconds West, 62.15 feet;

THENCE South 88 degrees 57 minutes 46 seconds West, 172.85 feet;

THENCE North 1 degree 02 minutes 14 seconds West, 946.04 feet;

THENCE North 68 degrees 23 minutes 40 seconds East, 260.67 feet to a point of non-tangency;

THENCE along the arc of a curve bearing to the right, having a radius of 212.00 feet and an arc length of 81.03 feet;

THENCE North 19 degrees 50 minutes 14 seconds West, 288.24 feet;

THENCE North 65 degrees 12 minutes 17 seconds West, 44.10 feet to the southerly side of Old Country Road;

THENCE along the southerly side of Old Country Road the following two (2) courses:

1. Along the arc of a curve bearing to the right, having a radius of 9,960.00 feet and an arc length of 124.38 feet;
2. North 70 degrees 17 minutes 42 seconds East, 7.06 feet;

THENCE South 25 degrees 13 minutes 44 seconds West, 42.47 feet;

THENCE South 19 degrees 50 minutes 14 seconds East, 189.94 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 147.00 feet and an arc length of 87.09 feet;

THENCE North 70 degrees 17 minutes 42 seconds East, 734.51 feet;

THENCE North 19 degrees 50 minutes 14 seconds West, 25.00 feet;

THENCE North 70 degrees 17 minutes 42 seconds East, 521.38 feet;

THENCE North 70 degrees 17 minutes 39 seconds East, 491.95 feet to a point on a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road;

THENCE along the arc of a curve bearing to the right, having a radius of 423.44 feet and an arc length of 109.89 feet to the point or place of BEGINNING.

Containing within said bounds approximately 64.53 acres.

BEING AND INTENDED TO BE the same premises as depicted on a proposed Zoning Designation Map prepared by Nelson & Pope in March, 2015.

DESCRIPTION OF LOT B
(Area to be rezoned to RSC-25)

BEGINNING at a point on the southerly side of Old Country Road, the following two (2) courses and distances from the northwesterly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West, a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 124.38 feet to the POINT or PLACE OF BEGINNING;

RUNNING THENCE South 65 degrees 12 minutes 17 seconds East, 44.10 feet;

THENCE South 19 degrees 50 minutes 14 seconds East, 288.24 feet;

THENCE southerly along the arc of a curve bearing to the left, having a radius of 212.00 feet and an arc length of 81.03 feet;

THENCE South 68 degrees 23 minutes 40 seconds West, 260.67 feet;

THENCE North 01 degree 02 minutes 14 seconds West, 108.58 feet;

THENCE westerly along the arc of a curve bearing to the left, having a radius of 9,660.00 feet and an arc length of 245.92 feet;

THENCE North 22 degrees 59 minutes 30 seconds West, 300.00 feet to the southerly side of Old Country Road;

THENCE along said road line along the arc of a curve bearing to the right, having a radius of 9,960.00 feet and an arc length of 441.36 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 3.72 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT C
(Area to be rezoned to GB)

BEGINNING at a point distant 47.53 feet westerly from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road;

RUNNING THENCE South 19 degrees 42 minutes 18 seconds East, 221.70 feet;

THENCE North 70 degrees 17 minutes 42 seconds East, 226.96 feet to a point on a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road;

THENCE along said curve having a radius of 423.44 feet and an arc length of 188.16 feet;

THENCE South 70 degrees 17 minutes 39 seconds West, 491.95 feet;

THENCE South 70 degrees 17 minutes 42 seconds West, 521.3[illegible] feet;

THENCE South 19 degrees 50 minutes 14 seconds East, 25.[illegible] feet;

THENCE South 70 degrees 17 minutes 42 seconds West, 734.51 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 160.00 feet and an arc length of 27.89 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 147.00 feet and an arc length of 87.09 feet;

THENCE North 19 degrees 50 minutes 14 seconds West, 189.94 feet;

THENCE North 25 degrees 13 minutes 44 seconds East, 42.47 feet to the southerly side of Old Country Road;

THENCE along said road line North 70 degrees 17 minutes 42 seconds East, 1,584.89 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 16.07 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT D
(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreation area)

BEGINNING at a point distant the following three (3) courses and distances from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West, a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 565.74 feet;
3. South 22 degrees 59 minutes 30 seconds East, 300.00 feet to the POINT or PLACE OF BEGINNING;

RUNNING THENCE along the arc of a curve bearing to the right, having a radius of 9,660.00 feet and an arc length of 245.92 feet;

THENCE South 01 degree 02 minutes 14 seconds East, 911.30 feet;

THENCE North 22 degrees 06 minutes 50 seconds West, 637.57 feet;

THENCE North 01 degree 02 minutes, 14 seconds East, 227.48 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 3.00 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT E
(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at a point distant the following two (2) courses and distances from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West, a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 565.74 feet;

RUNNING THENCE South 22 degrees 59 minutes 30 seconds East, 300.00 feet;

THENCE South 01 degree 02 minutes 14 seconds West, 227.48 feet;

THENCE South 22 degrees 06 minutes 50 seconds East, 637.57 feet;

THENCE South 24 degrees 59 minutes 29 seconds West, 648.88 feet;

THENCE South 65 degrees 00 minutes 31 seconds East, 415.00 feet;

THENCE South 24 degrees 59 minutes 29 seconds West, 365.00 feet;

THENCE North 58 degrees 56 minutes 04 seconds West, 681.30 feet;

THENCE North 67 degrees 50 minutes 14 seconds West, 543.23 feet;

THENCE North 67 degrees 54 minutes 48 seconds West, 33.00 feet;

THENCE South 41 degrees 06 minutes 07 seconds West, 815.00 feet to the easterly side of Bethpage State Parkway – Marginal Road (not open);

THENCE along said road line North 21 degrees 09 minutes 46 seconds East, 1,525.76 feet;

THENCE South 77 degrees 48 minutes 06 seconds East, 455.56 feet;

THENCE North 21 degrees 09 minutes 47 seconds East, 23.53 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 300.00 feet and an arc length of 228.80 feet;

THENCE North 22 degrees 32 minutes 03 seconds West, 361.66 feet to the southerly side of Old Country Road;

THENCE along said road line along he arc of a curve bearing to the right, having a radius of 9,960.00 feet and an arc length of 467.08 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 40.00 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT F
(Area to be rezoned to RMF-16 and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road;

RUNNING THENCE along said curve bearing to the right, having a radius of 180.55 feet and an arc length of 277.38 feet;

THENCE along a curve bearing to the right having a radius of 423.44 feet and an arc length of 47.41 feet;

THENCE South 70 degrees 17 minutes 42 seconds West, 226.96 feet;

THENCE North 19 degrees 42 minutes 18 seconds West, 221.70 feet to the southerly side of Old Country Road;

THENCE along said road line North 70 degrees 17 minutes 42 seconds East, 47.53 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 1.00 acre.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT G

(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at a point distant the following five (5) courses and distances from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West, a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 565.74 feet;
3. South 22 degrees 59 minutes 30 seconds East, 300.00 feet;
4. South 01 degree 02 minutes 14 seconds West, 227.48 feet;
5. South 22 degrees 06 minutes 50 seconds East, 637.57 feet;

RUNNING THENCE South 01 degree 02 minutes 14 seconds East, 143.32 feet;

THENCE North 88 degrees 57 minutes 46 seconds East, 172.85 feet;

THENCE South 23 degrees 01 minute 01 second East, 62.15 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 455.00 feet and an arc length of 381.25 feet;

THENCE South 24 degrees 59 minutes 29 seconds West, 216.20 feet;

THENCE North 65 degrees 00 minutes 31 seconds West, 415.00 feet;

THENCE North 24 degrees 59 minutes 29 seconds East, 648.88 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 5.00 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT H
(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at a point on the westerly side of Round Swamp Road the following eight (8) courses and distances from the southerly end of a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road:

1. South 64 degrees 56 minutes 18 seconds East, 12.49 feet;
2. South 25 degrees 03 minutes 46 seconds West, 204.90 feet;
3. South 27 degrees 03 minutes 21 seconds West, 494.67 feet;

4. South 19 degrees 46 minutes 31 seconds West, 461.26 feet;
5. Along the arc of a curve bearing to the right having a radius of 8,142.29 feet, and an arc length of 544.75 feet;
6. South 23 degrees 36 minutes 31 seconds West, 400.16 feet;
7. Along the arc of a curve bearing to the right having a radius of 7,268.52 feet and an arc length of 498.42 feet;
8. South 27 degrees 32 minutes 15 seconds West, 306.99 feet to the POINT or PLACE OF BEGINNING;

RUNNING THENCE the following two (2) courses and distances along the westerly side of Round Swamp Road:

1. South 31 degrees 31 minutes 17 seconds West, 435.51 feet;
2. South 23 degrees 49 minutes 18 seconds West, 11.16 feet;

THENCE North 45 degrees 03 minutes 34 seconds West, 418.68 feet;

THENCE North 13 degrees 26 minutes 16 seconds East, 127.75 feet;

THENCE along the arc of a curve bearing to the left having a radius of 200.00 feet and an arc length of 253.34 feet;

THENCE North 59 degrees 08 minutes 24 seconds West, 64.04 feet;

THENCE North 58 degrees 56 minutes 04 seconds West, 87.24 feet;

THENCE North 24 degrees 59 minutes 29 seconds East, 163.87 feet;

THENCE South 53 degrees 25 minutes 42 seconds East, 810.17 feet to the westerly side of Round Swamp Road and the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 5.51 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT I
(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at a point on the westerly side of Round Swamp Road the following ten (10) courses and distances from the southerly end of a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road:

1. South 64 degrees 56 minutes 18 seconds East, 12.49 feet;
2. South 25 degrees 03 minutes 46 seconds West, 204.90 feet;
3. South 27 degrees 03 minutes 21 seconds West, 494.67 feet;
4. South 19 degrees 46 minutes 31 seconds West, 461.26 feet;
5. Along the arc of a curve bearing to the right having a radius of 8,142.29 feet, an arc length of 544.75 feet;
6. South 23 degrees 36 minutes 31 seconds West, 400.16 feet;
7. Along the arc of a curve bearing to the right having a radius of 7,268.52 feet and an arc length of 498.42 feet;
8. South 27 degrees 32 minutes 15 seconds West, 306.99 feet;
9. South 31 degrees 31 minutes 17 seconds West, 435.51 feet;
10. South 23 degrees 49 minutes 18 seconds West, 11.16 feet to the POINT or PLACE OF BEGINNING;

RUNNING THENCE along the westerly side of Round Swamp Road South 23 degrees 49 minutes 18 seconds West, 225.56 feet;

THENCE North 45 degrees 03 minutes 34 seconds West, 607.93 feet;

THENCE North 13 degrees 26 minutes 16 seconds East, 239.75 feet;

THENCE North 59 degrees 08 minutes 24 seconds West, 64.04 feet;

THENCE North 58 degrees 56 minutes 04 seconds West, 65.96 feet;

THENCE North 24 degrees 59 minutes 29 seconds East, 201.13 feet;

THENCE South 58 degrees 56 minutes 04 seconds East, 87.24 feet;

THENCE South 59 degrees 08 minutes 24 seconds East, 64.04 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 200.00 feet and an arc length of 253.34 feet;

THENCE South 13 degrees 26 minutes 16 seconds West, 127.75 feet;

THENCE South 45 degrees 03 minutes 34 seconds East, 418.68 feet to the westerly side of Round Swamp Road and the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 4.42 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

SUGGESTED DESCRIPTION OF OPEN SPACE AREA INCLUDING LOTS D, E, G, H and I

BEGINNING at a point on the southerly side of Old Country Road distant the following two (2) courses and distances from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West, a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 565.74 feet;

RUNNING THENCE South 22 degrees 59 minutes 30 seconds East, 300.00 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 9,660.00 feet and an arc length of 245.92 feet;

THENCE South 01 degree 02 minutes 14 seconds East, 1,163.20 feet;

THENCE North 88 degrees 57 minutes 46 seconds East, 172.85 feet;

TJHENCE South 23 degrees 01 minute 01 second East, 62.15 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 455.00 feet and an arc length of 381.25 feet;

THENCE South 24 degrees 59 minutes 29 seconds West, 216.20 feet;

THENCE South 53 degrees 25 minutes 42 seconds East, 810.17 feet to the westerly side of Round Swamp Road;

THENCE along said road line the following two (2) courses and distances:

1. South 31 degrees 31 minutes 17 seconds West, 435.51 feet;
2. South 23 degrees 49 minutes 18 seconds West, 225.56 feet;

THENCE North 45 degrees 03 minutes 34 seconds West, 607.93 feet;

THENCE North 13 degrees 26 minutes 16 seconds East, 239.75 feet;

THENCE North 59 degrees 08 minutes 24 seconds West, 64.04 feet;

THENCE North 58 degrees 56 minutes 04 seconds West, 747.26 feet;

THENCE North 67 degrees 50 minutes 14 seconds West, 543.23 feet;

THENCE North 67 degrees 54 minutes 48 seconds West, 33.00 feet;

THENCE South 41 degrees 06 minutes 07 seconds West, 815.00 feet to the easterly side of Bethpage State Parkway – Marginal Road (not open);

THENCE along said road line the following two (2) courses and distances:

1. Along the arc of a curve bearing to the left, having a radius of 4,637.50 feet and an arc length of 144.43 ffet;
2. North 21 degrees 09 minutes 46 seconds East, 1,525.76 feet;

THENCE South 77 degrees 48 minutes 06 seconds East, 455.56 feet;

THENCE North 21 degrees 09 minutes 47 seconds East, 25.53 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 300.00 feet and an arc length of 228.80 feet;

THENCE North 22 degrees 32 minutes 03 seconds West, 361.66 feet to the southerly side of Old Country Road;

THENCE along said road line along the arc of a curve bearing to the right, having a radius of 9,960.00 feet and an arc length of 467.08 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 57.93 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

And be it further

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

RESOLVED, That in accordance with the memorandum of Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development, dated May 7, 2015, the site plan described hereinabove is hereby approved.

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

Supervisor Venditto	Aye
Councilman 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

Sec 47
Blk. E
Lts. 747B, 747D, 747E, 748A & 748D

DECLARATION OF RESTRICTIVE COVENANTS

PLAINVIEW PROPERTIES, SPE, LLC, fee owner, with a business address of 1600 Old Country Road, Suite 101, Plainview, New York 11803, and BEECHWOOD POB LLC, contract vendee, with a business address of 200 Robbins Lane, Suite D-1, Jericho, New York 11753, do, by this declaration, dated May, 12, 2015, declare as follows:

WHEREAS, said Declarants, PLAINVIEW PROPERTIES, SPE, LLC, and BEECHWOOD POB LLC, petitioned the Town Board of the Town of Oyster Bay for a Change of Zone from the OB Office Building ("OB) and R1-1A One-Family Residence ("R1-1A") Districts to the RSC-25 Multi-Family Senior Citizen Residence ("RSC-25"), RMF-16 Multi-Family Residence ("RMF-16") and GB General Business ("GB") Districts, and rescission of a Declaration of Restrictive Covenants dated February 11, 1998 and recorded in the Office of the Clerk of Nassau County, and Site Plan Approval to erect mixed, multi-family housing in the RMF-16 Multi-Family Residence ("RMF-16") District area of the premises, price-controlled senior housing in the RSC-25 Senior Citizen Residence ("RSC-25") District area of the premises, and commercial uses in the General Business ("GB") District area of the premises, and to dedicate land to the Town of Oyster Bay for open space and recreation uses, for property located at the southwest corner of Old Country Road and Round Swamp Road, in Plainview, Town of Oyster Bay, County of Nassau, State of New York, said premises being described as Section 47, Block E, Lots 747B, 747D, 747E, 748A, and 748D on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on February 4, 2014, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 280-2015, dated May 12, 2015, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, the facilities to be developed on the 57.93 acres of land to be conveyed to the Town have not yet been decided. When the proposed development and the associated property dedication proceed, the Town will undertake an extensive public outreach process to obtain wide-ranging input on the community's goals and objectives for this land; AND

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the property located at the southwest corner of Old Country Road and Round Swamp Road, Plainview, Town of Oyster Bay, New York, described as Section 47, Block E, Lots 747B, 747D, 747E, 748A, and 748D, on the Land and Tax Map of Nassau County, which covenants and restrictions will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the zoning of the premises has been changed as follows:

- 64.53 acres from R1-1A and OB to RMF-16, for development with mixed, market-rate multi-family housing, consisting of 390 age-restricted condominiums, 102 age-restricted flats, 36 age-restricted townhouses, 30 condominiums without age restriction, 70 townhouses without age restriction, and 32 flats without age restriction (Lot A, as described hereinbelow);
- 3.72 acres from OB to RSC-25, for development with 90 price-controlled senior housing, "Golden Age" units (Lot B, as described hereinbelow);
- 16.07 acres from OB and R1-1A to GB, for development with 118,450 square feet of commercial space, including a 71,450 square foot supermarket, 44,000 square feet of retail stores, and a 3,000 square foot bank (Lot C, as described hereinbelow); and
- 1.00 acre from R1-1A to RMF-16, to be dedicated to the Town of Oyster Bay as open space (Lot F, as described hereinbelow).

The existing zoning will be retained for the following parcels, totaling 57.93 acres, to be dedicated to the Town of Oyster Bay for open space and recreational use:

- 3.00 acres to remain as OB (Lot D, as described hereinbelow);
- 40.00 acres to remain as R1-1A (Lot E, as described hereinbelow);
- 5.00 acres to remain as R1-1A (Lot G, as described hereinbelow);
- 5.51 acres to remain as R1-1A (Lot H, as described hereinbelow); and
- 4.42 acres to remain as R1-1A (Lot I, as described hereinbelow).

2. The 58.93 acres to be dedicated to the Town of Oyster Bay, include:

- 57.93 contiguous acres in the southwest portion of the site, which is available for active and passive recreational activities and open space; and
- 1.00 acre at the Old Country Road-Round Swamp Road intersection, for landscaping and civic signage, to serve as an aesthetic gateway to the Plainview-Old Bethpage community.

Once a consensus plan for park development of this property has been formulated, Declarants shall work with the Town of Oyster Bay to develop the dedicated land as athletic fields in accordance with the consensus plan, with the understanding that such fields shall be comprised of natural surface fields.

3. Declarants acknowledge that the existing Plainview-Old Bethpage Soccer Club (POBSC) facilities in the northeast portion of the site are located in an area that is proposed for residential development, and will have to be removed to accommodate the proposed development. These soccer facilities will be retained in place as long as feasible after construction commences, and ultimately will be incorporated into the development of the 57.93-acre parcel to be conveyed to the Town.

4. That in accordance with the approved Site Plan, Declarants shall:

- establish and maintain a walking/fitness trail around the entire perimeter of the subject property (with exercise stations, benches and way-findings signage), open to and accessible by the public, consistent with the 1998 Covenants and Restrictions, and as depicted in the approved site plan. This trail will be connected to the Trail View State Park;
- existing vegetation will be preserved, except as necessary for the installation of the perimeter walking/fitness trail, augmented as appropriate with additional plantings;
- provide and maintain indoor clubhouse/recreational facilities for the RMF-16 and RSC-25 communities totaling 29,100 square feet (the RMF-16 facility will be housed in a separate building, while the RSC-25 facility will be included in one of the residential buildings);
- provide and maintain outdoor recreational facilities for the RMF-16 community, including a swimming pool, tennis court area, and playgrounds;
- provide ponds in the RMF-16 community, providing for passive recreational enjoyment by residents of the development; and
- preserve 11.38 acres of open space, buffers and recreational area to be retained in private ownership but made available for public access (as established by easement), including the southerly leg and easterly spur of the walking/fitness trail along Round Swamp Road (8.98 acres comprising portions of Lot A) and a water feature/green space in the southwest corner of the commercial parcel (2.40 acres in Lot C).

5. The prior restrictive covenants governing the subject property specify that one of the existing buildings on the property be designated as a community center, for lease to the Town at a cost of $1.00 per year. The current development plan includes the demolition of all remaining buildings on the site; however, Declarants shall either convert an existing building for use as a community center on the land to be dedicated to the Town (if feasible) or shall construct such a facility and donate it to the community.

6. In order to minimize impacts during construction, an erosion and sediment control plan must be prepared, submitted and approved and will be implemented under the Town's oversight. Measures included in this plan shall include: retaining existing vegetation to the degree practicable, timing land clearing activities to limit the spatial extent of exposed soils at any given time, installing and maintaining erosion control devices (e.g., silt fences, inlet protection, stabilized construction entrance, etc.), diverting runoff away from cleared slopes, temporarily stabilizing soil stockpiles, using appropriate means (e.g., water truck) to control dust, routine street sweeping and other good housekeeping practices. Additionally, a Storm Water Pollution Prevention Plan (SWPPP), detailing conformance with water quality and quantity criteria, will be prepared in conjunction with the erosion and sediment control plan.

7. The ponds to be installed as part of the proposed development will be planted with aquatic/wetland vegetation, including native species, thereby providing suitable habitat for animal species that are not presently found on the site.

8. In order to ameliorate the impacts of project-generated traffic on the operating conditions of the surrounding roadway system, the Declarants will fully fund, at their cost, the design and construction of the following mitigation measures, subject to approval of the involved roadway jurisdiction agencies:

Intersection	Capacity Mitigation	Signal Timing Changes
LIE NSR at Round Swamp Road	Northbound: Add lane – Modify from 1 left-turn lane and 2 through lanes → 2 left-turn lanes and 2 through lanes Southbound: Add lane – Modify from 2 through lanes and 1 right-turn lane → 3 through lanes and 1 right-turn lane	Increase AM cycle length from 80 seconds → 95 seconds; Increase PM cycle length from 80 seconds → 100 seconds; Change northbound left-turn from protected/permissive phase → fully protected phase; Optimize phase-splits to correlate to future volumes.
LIE SSR at Round Swamp Road	Eastbound: Add lane – Modify from 1 left-turn lane, 1 left-turn/through lane, and 1 right-turn lane → 2 left-turn lanes, 2 through lanes, and 1 right-turn lane. Northbound: add lane – Modify from 2 through lanes and 1 right-turn lane → 3 through lanes and 1 right-turn lane; Extend right-turn lane to provide extra storage.	Increase AM cycle length from 80 seconds → 95 seconds; Increase PM cycle length from 80 seconds → 100 seconds; Increase PM cycle length from 80 seconds →100 seconds; Optimize phase-splits to correlate to future volumes.
Old Country Road at Round Swamp Road	Not Applicable	Increase PM cycle length from 87 seconds → 90 seconds; Optimize phase-splits to allow more green time for southbound left-turn movement in order to improve LOS.
Old Bethpage Road at Round Swamp Road	Not Applicable	Increase PM cycle length from 60 seconds → 75 seconds; Optimize phase-splits correlate to the volume.
Old Country Road at Manetto Hill Road/Plainview Road	Not Applicable	Optimize phase-splits to correlate to future volumes.
Old Country Road at NYS 135 NB Ramp	Not Applicable	Increase PM cycle length from 100 seconds → 110 seconds; Optimize phase-splits to correlate to future volumes; Optimize intersection offset to ensure signal progression.

Intersection	Capacity Mitigation	Signal Timing Changes
Old Country Road at NYS 135 SB Ramp	Southbound: Add lane – Modify from 1 left-turn lane and 1 through/right-turn lane → 1 left-turn lane, 1 left-turn/through/right-turn lane and 1 right-turn lane.	Increase PM cycle length from 100 seconds → 110 seconds; Optimize phase-splits to correlate to future volumes; Optimize intersection offset to ensure signal progression.
Old Country Road at Mergenthaler Drive/Site Access	Install new traffic signal	Not Applicable

9. That at the time the residential units in the development are sixty percent (60%) occupied, Declarants shall establish and operate a shuttle bus service for the benefit of the residents of the development to the Farmingdale, Bethpage or Hicksville station of the Long Island Rail Road, whichever will best serve the residents of the units, in consultation with the Town of Oyster Bay.

10. That the hours of operation of the loading docks of any commercial establishments located on the premises shall be limited to7:00 am to 6:00 pm, Mondays through Fridays, and 8:00 am to 4:00 pm, Saturdays and Sundays.

11. That Declarants will install emergency vehicle pre-emption devices on traffic signals along Old Country Road in the vicinity of the subject property, as requested by the Plainview Fire Department, subject to review and approval by the Nassau County Department of Public Works.

12. That emergency access will be provided via a gated and locked driveway connecting Round Swamp Road and the internal roadway system of the RMF-16 community.

13. That the RMF-16 community will be gated to provide security review and surveillance of all entering vehicles, and to that end Declarants shall install and staff a manned gatehouse and provide and maintain a vehicle patrol that will transverse the community.

14. Security within the commercial area will be provided by cameras and by specific security personnel hired by the retail establishments. The supermarket will have its own interior and exterior security measures. On-site security will be provided during construction.

15. That there shall be no neon lighting on the premises.

16. Any and all lighting installed in the proposed development will be required to be of shielded design to prevent illumination impacts to surrounding areas, and shall be so located, positioned and directed so as not to interfere with or cause annoyance or inconvenience to any vehicular traffic or the surrounding areas.

17. That all driveway and parking areas shall be paved and maintained in good repair at all times and shall be provided with proper storm water drainage.

18. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.

19. That all shrubs, trees and landscaping shall be continually maintained in good and healthy condition and replaced when necessary.

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

21. That waste, debris, garbage and refuse shall be disposed of in accordance with applicable statutes, rules and ordinances. Dumpsters shall not be located adjacent to residentially occupied property.

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

23. That the subject premises shall strictly conform to all the requirements of the New York State Uniform Fire Prevention and Building Code with respect to sprinklers, fire safety equipment, exits, soundproofing and handicapped accessibility.

24. That no exterior audio communications system shall be utilized or maintained on the subject premises so as to be audible to neighboring properties.

25. That no Certificates of Occupancy shall be issued unless and until the Declarants have submitted, and the Town approves, all of the specific component plans contemplated by the site plan, including but not limited to grading plans, utility plans, drainage structure tables, profiles, erosion control plans, handicapped accessibility grading plans, landscape plans, existing conditions/demolition plans, drainage details, lighting plans, foundation plans, front and side elevations, front and rear elevations, front and right side building elevations, front and left side building elevations, roof plans, first and second floor plans, gatehouse elevations, gatehouse floor plans; that no Certificates of Occupancy shall be issued unless and until the Declarants develop the athletic fields on the subject premises in accordance with the contemplated consensus plan, or, in the alternative, clear and grade for the athletic fields if plans for the athletic field have not been completely formulated, or cannot be fully implemented in advance of the issuance of a Certificate of Occupancy for the shopping center, and that no Certificates of Occupancy shall be issued unless and until the Declarants develop the site in conformance with the below listed plan prepared by Nelson & Pope Engineers & Surveyors, Melville, NY, reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 7, 2015, and approved by the Town Board of the Town of Oyster Bay, and all of the aforementioned component plans, including any and all amendments that the Town Board may have required to said plans. Any major modifications to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution. The plan is as follows:

SHEET NO.	TITLE	DATE
C-101	OVERALL SITE PLAN	March, 2015

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

27. This Declaration shall supersede any previously recorded Declaration of Restrictive Covenants filed with the County Clerk of Nassau County and affecting the subject premises.

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

29. If any provision, in whole or in part, of this Declaration of Covenants and Restrictions shall, by a Court of competent jurisdiction, be adjudged illegal, unlawful, invalid, contrary to public policy, or held to be unconstitutional, the same shall not affect the validity of this Declaration of Covenants and Restrictions as a whole, or any other part or provision hereof other than the part so adjudged to be illegal, unlawful, invalid, contrary to public policy, or unconstitutional.

SCHEDULE A

BEGINNING at the westerly end of a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road;

RUNNING THENCE along the westerly side of Round Swamp Road the following twelve (12) courses:

(1) Easterly along the arc of a curve bearing to the right, having a radius of 180.55 feet and a length of 277.38 feet;
(2) Southerly along the arc of a curve bearing to the right, having a radius of 423.44 feet and a length of 3[illegible] feet;
(3) S 64 degrees, 56 minutes, 18 seconds E, 12.49 feet;
(4) S 25 degrees, 03 minutes, 46 seconds W, 204.[illegible] feet;
(5) S 27 degrees, 03 minutes, 21 seconds W, 494.67 feet;

(6) S 19 degrees, 46 minutes, 31 seconds W, 461.26 feet;
(7) Southerly along the arc of a curve bearing to the right, having a radius of 8,142.29 feet and a length of 544.75 feet;
(8) S 23 degrees, 36 minutes, 31 seconds W, 400.16 feet;
(9) Southerly along the arc of a curve bearing to the right, having a radius of 7,268.52 feet and a length of 498.42 feet;
(10) S 27 degrees, 32 minutes, 15 seconds W, 306.99 feet;
(11) S 31 degrees, 31 minutes, 17 seconds W, 435.51 feet;
(12) S 23 degrees, 49 minutes, 18 seconds W, 225.56 feet;

THENCE the following seven (7) courses:

(1) N 45 degrees, 03 minutes, 34 seconds W, 607.93 feet;
(2) N 13 degrees, 26 minutes, 16 seconds E, 239.75 feet;
(3) N 59 degrees, 08 minutes, 24 seconds W, 64.04 feet;
(4) N 58 degrees, 56 minutes, 04 seconds W, 747.26 feet;
(5) N 67 degrees, 50 minutes, 14 seconds W, 543.23 feet;
(6) N 67 degrees, 54 minutes, 48 seconds W, 33.00 feet;
(7) S 41 degrees, 06 minutes, 07 seconds W, 815.00 feet to the easterly side of Bethpage State Parkway (not constructed) (land of the Long Island State Park Commission);

THENCE along said road line the following two (2) courses:

(1) Northerly along the arc of a curve bearing to the left, having a radius of 4,637.50 feet and a length of 144.43 feet;
(2) N 21 degrees, 09 minutes, 46 seconds E, 1,525.76 feet;

THENCE the following four (4) courses:

(1) S 77 degrees, 48 minutes, 06 seconds E, 455.56 feet;
(2) N 21 degrees, 09 minutes, 47 seconds E, 25.53 feet;
(3) Northerly along the arc of a curve bearing to the left, having a radius of 300.00 feet and a length of 228.80 feet;
(4) N 22 degrees, 32 minutes, 03 seconds W, 361.66 feet; to the southerly side of Old Country Road;

THENCE along said road line the following two (2) courses:

(1) Easterly along the arc of a curve bearing to the right, having a radius of 9,960.00 feet and a length of 1,032.82 feet;
(2) N 70 degrees, 17 minutes, 42 seconds E, 1,639.47 feet to the POINT or PLACE of BEGINNING, containing within said bounds, 143.25 acres.

SAID PREMISES being described as Section 47, Block E, Lots 747B, 747D, 747E, 748A, and 748D on the Land and Tax Map of Nassau County;

DESCRIPTION OF LOT A
(Area to be rezoned to RMF-16 from OB and R1-1A)

BEGINNING at a point on the southerly end of a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road;

RUNNING THENCE South 64 degrees 56 minutes 18 seconds East, 12.49 feet;

THENCE along the westerly side of Round Swamp Road the following seven (7) courses:

1. South 25 degrees 03 minutes 46 seconds West, 204.90 feet;
2. South 27 degrees 03 minutes 21 seconds West, 494.67 feet;
3. South 19 degrees 46 minutes 31 seconds West, 461.26 feet;
4. Along the arc of a curve bearing to the right, having a radius of 8,142.29 feet and an arc length of 544.75 feet;
5. South 23 degrees 36 minutes 31 seconds West, 400.16 feet;
6. Along the arc of a curve bearing to the right, having a radius of 7,2268.52 feet and an arc length of 498.42 feet;
7. South 27 degrees 32 minutes 15 seconds West, 306.99 feet;

THENCE North 53 degrees 25 minutes 42 seconds West, 810.17 feet;

THENCE North 24 degrees 59 minutes 29 seconds East, 216.20 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 455.00 feet and an arc length of 381.25 feet;

THENCE North 23 degrees 01 minutes 01 seconds West, 62.15 feet;

THENCE South 88 degrees 57 minutes 46 seconds West, 172.85 feet;

THENCE North 1 degree 02 minutes 14 seconds West, 946.04 feet;

THENCE North 68 degrees 23 minutes 40 seconds East, 260.67 feet to a point of non-tangency;

THENCE along the arc of a curve bearing to the right, having a radius of 212.00 feet and an arc length of 81.03 feet;

THENCE North 19 degrees 50 minutes 14 seconds [illegible] feet;

THENCE North 65 degrees 12 minutes 17 seconds W[illegible] feet to the southerly side of Old Country Road;

THENCE along the southerly side of Old Country Road the following two (2) courses:

1. Along the arc of a curve bearing to the right, having a radius of 9,960.00 feet and an arc length of 124.38 feet;
2. North 70 degrees 17 minutes 42 seconds East, 7.06 feet;

THENCE South 25 degrees 13 minutes 44 seconds West, 42.47 feet;

THENCE South 19 degrees 50 minutes 14 seconds East, 189.94 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 147.00 feet and an arc length of 87.09 feet;

THENCE North 70 degrees 17 minutes 42 seconds East, 734.51 feet;

THENCE North 19 degrees 50 minutes 14 seconds West, 25.00 feet;

THENCE North 70 degrees 17 minutes 42 seconds East, 521.38 feet;

THENCE North 70 degrees 17 minutes 39 seconds East, 491.95 feet to a point on a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road;

THENCE along the arc of a curve bearing to the right, having a radius of 423.44 feet and an arc length of 109.89 feet to the point or place of BEGINNING.

Containing within said bounds approximately 64.53 acres.

BEING AND INTENDED TO BE the same premises as depicted on a proposed Zoning Designation Map prepared by Nelson & Pope in March, 2015.

DESCRIPTION OF LOT B
(Area to be rezoned to RSC-25)

BEGINNING at a point on the southerly side of Old Country Road, the following two (2) courses and distances from the northwesterly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West, a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 124.38 feet to the POINT or PLACE OF BEGINNING;

RUNNING THENCE South 65 degrees 12 minutes 17 seconds East, 44.10 feet;

THENCE South 19 degrees 50 minutes 14 seconds East, 288.24 feet;

THENCE southerly along the arc of a curve bearing to the left, having a radius of 212.00 feet and an arc length of 81.03 feet;

THENCE South 68 degrees 23 minutes 40 seconds West, 260.67 feet;

THENCE North 01 degree 02 minutes 14 seconds West, 108.58 feet;

THENCE westerly along the arc of a curve bearing to the left, having a radius of 9,660.00 feet and an arc length of 245.92 feet;

THENCE North 22 degrees 59 minutes 30 seconds West, 300.00 feet to the southerly side of Old Country Road;

THENCE along said road line along the arc of a curve bearing to the right, having a radius of 9,960.00 feet and an arc length of 441.36 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 3.72 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT C
(Area to be rezoned to GB)

BEGINNING at a point distant 47.53 feet westerly from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road;

RUNNING THENCE South 19 degrees 42 minutes 18 seconds East, 221.70 feet;

THENCE North 70 degrees 17 minutes 42 seconds East, 226.96 feet to a point on a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road;

THENCE along said curve having a radius of 423.44 feet and an arc length of 188.16 feet;

THENCE South 70 degrees 17 minutes 39 seconds West, 491.95 feet;

THENCE South 70 degrees 17 minutes 42 seconds West, 521.38 feet;

THENCE South 19 degrees 50 minutes 14 seconds East, 25.00 feet;

THENCE South 70 degrees 17 minutes 42 seconds West, 734.51 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 160.00 feet and an arc length of 27.89 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 147.00 feet and an arc length of 87.09 feet;

THENCE North 19 degrees 50 minutes 14 seconds West, 189.94 feet;

THENCE North 25 degrees 13 minutes 44 seconds East, 42.47 feet to the southerly side of Old Country Road;

THENCE along said road line North 70 degrees 17 minutes 42 seconds East, 1,584.89 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 16.07 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT D
(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreation area)

BEGINNING at a point distant the following three (3) courses and distances from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 565.74 feet;
3. South 22 degrees 59 minutes 30 seconds East, 300.00 feet to the POINT or PLACE OF BEGINNING;

RUNNING THENCE along the arc of a curve bearing to the right, having a radius of 9,660.00 feet and an arc length of 245.92 feet;

THENCE South 01 degree 02 minutes 14 seconds East, 911.30 feet;

THENCE North 22 degrees 06 minutes 50 seconds West, 637.57 feet;

THENCE North 01 degree 02 minutes, 14 seconds East, 227.48 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 3.00 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT E
(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at a point distant the following two (2) courses and distances from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West, a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 565.74 feet;

RUNNING THENCE South 22 degrees 59 minutes 30 seconds East, 300.00 feet;

THENCE South 01 degree 02 minutes 14 seconds West, 227.48 feet;

THENCE South 22 degrees 06 minutes 50 seconds East, 637.57 feet;

THENCE South 24 degrees 59 minutes 29 seconds West, 648.88 feet;

THENCE South 65 degrees 00 minutes 31 seconds East, 415.00 feet;

THENCE South 24 degrees 59 minutes 29 seconds West, 365.00 feet;

THENCE North 58 degrees 56 minutes 04 seconds West, 681.30 feet;

THENCE North 67 degrees 50 minutes 14 seconds West, 543.23 feet;

THENCE North 67 degrees 54 minutes 48 seconds West, 33.00 feet;

THENCE South 41 degrees 06 minutes 07 seconds West, 815.00 feet to the easterly side of Bethpage State Parkway – Marginal Road (not open);

THENCE along said road line North 21 degrees 09 minutes 46 seconds East, 1,525.76 feet;

THENCE South 77 degrees 48 minutes 06 seconds East, 455.56 feet;

THENCE North 21 degrees 09 minutes 47 seconds East, 25.53 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 300.00 feet and an arc length of 228.80 feet;

THENCE North 22 degrees 32 minutes 03 seconds West, 361.66 feet to the southerly side of Old Country Road;

THENCE along said road line along he arc of a curve bearing to the right, having a radius of 9,960.00 feet and an arc length of 467.08 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 40.00 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT F
(Area to be rezoned to RMF-16 and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road;

RUNNING THENCE along said curve bearing to the right, having a radius of 180.55 feet and an arc length of 277.38 feet;

THENCE along a curve bearing to the right having a radius of 423.44 feet and an arc length of 47.41 feet;

THENCE South 70 degrees 17 minutes 42 seconds West, 226.96 feet;

THENCE North 19 degrees 42 minutes 18 seconds West, 271.70 feet to the southerly side of Old Country Road;

THENCE along said road line North 70 degrees 17 minutes 42 seconds East, 47.53 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 1.00 acre.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT G
(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at a point distant the following five (5) courses and distances from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West, a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 565.74 feet;
3. South 22 degrees 59 minutes 30 seconds East, 300.00 feet;
4. South 01 degree 02 minutes 14 seconds West, 227.48 feet;
5. South 22 degrees 06 minutes 50 seconds East, 637.57 feet;

RUNNING THENCE South 01 degree 02 minutes 14 seconds East, 143.32 feet;

THENCE North 88 degrees 57 minutes 46 seconds East, 172.85 feet;

THENCE South 23 degrees 01 minute 01 second East, 62.15 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 455.00 feet and an arc length of 381.25 feet;

THENCE South 24 degrees 59 minutes 29 seconds West, 216.20 feet;

THENCE North 65 degrees 00 minutes 31 seconds West, 415.00 feet;

THENCE North 24 degrees 59 minutes 29 seconds East, 648.88 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 5.00 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT H
(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at a point on the westerly side of Round Swamp Road the following eight (8) courses and distances from the southerly end of a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road:

1. South 64 degrees 56 minutes 18 seconds East, 12.49 feet;
2. South 25 degrees 03 minutes 46 seconds West, 204.90 feet;
3. South 27 degrees 03 minutes 21 seconds West, 494.67 feet;
4. South 19 degrees 46 minutes 31 seconds West, 461.26 feet;
5. Along the arc of a curve bearing to the right having a radius of 8,142.29 feet, and an arc length of 544.75 feet;
6. South 23 degrees 36 minutes 31 seconds West, 400.16 feet;
7. Along the arc of a curve bearing to the right having a radius of 7,268.52 feet and an arc length of 498.42 feet;
8. South 27 degrees 32 minutes 15 seconds West, 306.99 feet to the POINT or PLACE OF BEGINNING;

RUNNING THENCE the following two (2) courses and distances along the westerly side of Round Swamp Road:

1. South 31 degrees 31 minutes 17 seconds West, 435.51 feet;
2. South 23 degrees 49 minutes 18 seconds West, 11.16 feet;

THENCE North 45 degrees 03 minutes 34 seconds West, 418.68 feet;

THENCE North 13 degrees 26 minutes 16 seconds East, 127.75 feet;

THENCE along the arc of a curve bearing to the left having a radius of 200.00 feet and an arc length of 253.34 feet;

THENCE North 59 degrees 08 minutes 24 seconds West, 64.04 feet;

THENCE North 58 degrees 56 minutes 04 seconds West, 87.24 feet;

THENCE North 24 degrees 59 minutes 29 seconds East, 163.87 feet;

THENCE South 53 degrees 25 minutes 42 seconds East, 810.17 feet to the westerly side of Round Swamp Road and the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 5.51 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

DESCRIPTION OF LOT I
(Area to remain the existing zone and to be dedicated to the Town of Oyster Bay for recreational area)

BEGINNING at a point on the westerly side of Round Swamp Road the following ten (10) courses and distances from the southerly end of a curve connecting the southerly side of Old Country Road with the westerly side of Round Swamp Road:

1. South 64 degrees 56 minutes 18 seconds East, 12.49 feet;
2. South 25 degrees 03 minutes 46 seconds West, 204.90 feet;
3. South 27 degrees 03 minutes 21 seconds West, 494.67 feet;
4. South 19 degrees 46 minutes 31 seconds West, 461.26 feet;
5. Along the arc of a curve bearing to the right having a radius of 8,142.29 feet, an arc length of 544.75 feet;
6. South 23 degrees 36 minutes 31 seconds West, 400.16 feet;
7. Along the arc of a curve bearing to the right having a radius of 7,268.52 feet and an arc length of 498.42 feet;
8. South 27 degrees 32 minutes 15 seconds West, 306.99 feet;
9. South 31 degrees 31 minutes 17 seconds West, 435.51 feet;
10. South 23 degrees 49 minutes 18 seconds West, 11.16 feet to the POINT or PLACE OF BEGINNING;

RUNNING THENCE along the westerly side of Round Swamp Road South 23 degrees 49 minutes 18 seconds West, 225.56 feet;

THENCE North 45 degrees 03 minutes 34 seconds West, 607.93 feet;

THENCE North 13 degrees 26 minutes 16 seconds East, 239.75 feet;

THENCE North 59 degrees 08 minutes 24 seconds West, 64.04 feet;

THENCE North 58 degrees 56 minutes 04 seconds West, 65.96 feet;

THENCE North 24 degrees 59 minutes 29 seconds East, 201.13 feet;

THENCE South 58 degrees 56 minutes 04 seconds East, 87.24 feet;

THENCE South 59 degrees 08 minutes 24 seconds East, 64.04 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 200.00 feet and an arc length of 253.34 feet;

THENCE South 13 degrees 26 minutes 16 seconds West, 127.75 feet;

THENCE South 45 degrees 03 minutes 34 seconds East, 418.68 feet to the westerly side of Round Swamp Road and the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 4.42 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

SUGGESTED DESCRIPTION OF OPEN SPACE AREA INCLUDING LOTS D, E, G, H and I

BEGINNING at a point on the southerly side of Old Country Road distant the following two (2) courses and distances from the westerly end of a curve connecting the southerly side of Old Country Road and the westerly side of Round Swamp Road:

1. South 70 degrees 17 minutes 42 seconds West, a distance of 1,639.47 feet;
2. Along the arc of a curve bearing to the left, having a radius of 9,960.00 feet and an arc length of 565.74 feet;

RUNNING THENCE South 22 degrees 59 minutes 30 seconds East, 300.00 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 9,660.00 feet and an arc length of 245.92 feet;

THENCE South 01 degree 02 minutes 14 seconds East, 1,163.20 feet;

THENCE North 88 degrees 57 minutes 46 seconds East, 172.85 feet;

TJHENCE South 23 degrees 01 minute 01 second East, 62.15 feet;

THENCE along the arc of a curve bearing to the right, having a radius of 455.00 feet and an arc length of 381.25 feet;

THENCE South 24 degrees 59 minutes 29 seconds West, 216.20 feet;

THENCE South 53 degrees 25 minutes 42 seconds East, 810.17 feet to the westerly side of Round Swamp Road;

THENCE along said road line the following two (2) courses and distances:

1. South 31 degrees 31 minutes 17 seconds West, 137.51 feet;
2. South 23 degrees 49 minutes 18 seconds West, 225.56 feet;

THENCE North 45 degrees 03 minutes 34 seconds West, 607.93 feet;

THENCE North 13 degrees 26 minutes 16 seconds East, 239.75 feet;

THENCE North 59 degrees 08 minutes 24 seconds West, 64.04 feet;

THENCE North 58 degrees 56 minutes 04 seconds West, 747.26 feet;

THENCE North 67 degrees 50 minutes 14 seconds West, 543.23 feet;

THENCE North 67 degrees 54 minutes 48 seconds West, 33.00 feet;

THENCE South 41 degrees 06 minutes 07 seconds West, 815.00 feet to the easterly side of Bethpage State Parkway – Marginal Road (not open);

THENCE along said road line the following two (2) courses and distances:

1. Along the arc of a curve bearing to the left, having a radius of 4,637.50 feet and an arc length of 144.43 ffet;
2. North 21 degrees 09 minutes 46 seconds East, 1,525.76 feet;

THENCE South 77 degrees 48 minutes 06 seconds East, 455.56 feet;

THENCE North 21 degrees 09 minutes 47 seconds East, 25.53 feet;

THENCE along the arc of a curve bearing to the left, having a radius of 300.00 feet and an arc length of 228.80 feet;

THENCE North 22 degrees 32 minutes 03 seconds West, 361.66 feet to the southerly side of Old Country Road;

THENCE along said road line along the arc of a curve bearing to the right, having a radius of 9,960.00 feet and an arc length of 467.08 feet to the POINT or PLACE OF BEGINNING.

Containing within said bounds approximately 57.93 acres.

BEING AND INTENDED TO BE the same premises as depicted on a Proposed Zoning Designation Map prepared by Nelson & Pope in March 2015.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands the day and year first above written.

PLAINVIEW PROPERTIES, SPE, LLC, Fee Owner

BY:_____
, Managing Member

BEECHWOOD POB LLC, Contract Vendee

BY:_____
, Managing Member

STATE OF NEW YORK)
COUNTY OF) ss.:

On the day of in the year 2015 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF) ss.:

On the day of in the year 2015 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Meeting of December 13, 2016 Resolution No. 693-2016

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 21, 2016, advised that the Department of Human Resources issued a Request for Proposal from 10 firms to provide non-DOT and US-DOT employee drug and alcohol testing services for employees who possess a commercial driver's license, who are covered specifically under the Federal Highway Administration (FHA) regulations, 49 CFR Part 382; and

Reviewed By
Office of Town Attorney

WHEREAS, in response to that Request for Proposals, six (6) responses were timely received by the Department of Human Resources; and

WHEREAS, after review of all of the responses that were received by the Department of Human Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, the Department of Human Resources recommends and requests that the Town Board authorize the Supervisor to enter into an agreement with COMPLY, Inc., 105 Maxess Road, Suite 124, Melville, NY 11724, for one (1) year, beginning on January 1, 2017 and terminating on December 31, 2017, with the option of two (2) one year, mutually agreed upon, extensions, not to exceed $25,000.00 per year, and these funds are available in Account No. TWN AMS 1910 43020 603 0000 000; and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such license agreement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is hereby approved, and the Supervisor is hereby authorized to execute any and all documents necessary to enter into an agreement with COMPLY, Inc., 105 Maxess Road, Suite 124, Melville, NY 11724; 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 contribution to be drawn from Account No. TWN AMS 1910 43020 603 0000 000.

-#-

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)
Human Resources

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: John Canning, Commissioner
Department of Human Resources

DATE: November 21, 2016

RE: ***Federal Department of Transportation Mandated Employee Drug and Alcohol Testing***

Pursuant to the Town of Oyster Bay Procurement Policy, the Department of Human Resources solicited proposals from 10 firms to provide non-DOT and US-DOT employee drug and alcohol testing services for employees who possess a commercial drivers license, who are covered specifically under the Federal Highway Administration (FHA) regulations, 49 CFR Part 382.

We received and reviewed six (6) proposals. Upon completion of the review and rating of the proposals pursuant to and in compliance with Guideline 9 of the Town's procurement policy, it is the recommendation of this department that the Town of Oyster Bay retain COMPLY, Inc. The agreement between the Town of Oyster Bay and COMPLY, Inc. will be effective from January 1, 2017 through and including December 31, 2017, with an option to continue for a second and third year, pursuant to the terms outlined in the agreement.

Therefore, we respectfully recommend that the Town Board approve the agreement between the Town of Oyster Bay and COMPLY, Inc., located at 105 Maxess Road, Suite 124, Melville, NY 11724. Funds will be available from Account TWN AMS 1910 43020 603 0000 000 and will not exceed $25,000.00 per year.

John Canning
Commissioner
Department of Human Resources

cc: Town Attorney (with 10 copies)
Attachments

Client#: 611813 63COMPLCOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/15/2016

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
BB&T Insurance Services, Inc.
110 Dixie Street
Carrollton, GA 30117
770 214-1991

CONTACT NAME:
PHONE (A/C, No, Ext): 770 214-1991 FAX (A/C, No): 888-751-2997
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Homeland Ins Co of DE (Genesee)	14231
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Comply Inc dba
Comply Corporation
105 Maxess Road Suite 124
Melville, NY 11747

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional			MFL0051420816	08/08/2016	08/08/2017	$1,000,000 Each Claim $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability-Professional Services: Drug and Alcohol Testing Services, Physicals, Training/Consulting on Drug & Alcohol Testing, Fingerprinting and Ordering Background and MVR Checks And DNA Testing, HIV Testing & TB Testing; Claims Made; Retro Date: 12/07/01; Deductible: $0 Each Claim
The policy includes endorsement HPE-30004-09-11 Additional Insured Where Required by Written Contract Endorsement - The Name of the Additional Insured states Any person or entity to which the named insured is required by written agreement, effective during the Policy Period to name as an additional insured.

Reviewed By Office of Town Attorney

CERTIFICATE HOLDER

Town of Oyster Bay
29 Spring Street
Oyster Bay, NY 11771

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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STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

www.wcb.ny.gov
Statewide Fax Line: 877-533-0337

NOTICE OF COMPLIANCE

TO EMPLOYEES

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.

1. By posting this notice and information concerning your rights as an injured worker, your employer is incompliance with the Workers' Compensation Law.

2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.

3. You are entitled to obtain any necessary medical treatment and should do so immediately.

4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.

5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.

6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.

7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.

8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.

9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

WORKERS' COMPENSATION BOARD OFFICES
Albany, 12241 - 100 Broadway-Menands - (866) 790-5157
*Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
Binghamton, 13901 - State Office Bldg.-44 Hawley St.- (866) 802-3604
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
*Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
*Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
*New York, 10027 - 215 W.125th St. - Manhattan - (800) 877-1373
*Peekskill, 10566 - 41 North Division St. - (866) 746-0552
*Queens, 11432 - 168-46 91st Ave. - Jamaica (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 - 935 James St. - (866) 802-3730

*DOWNSTATE MAIL ADDRESS Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to: PO Box 5205 Binghamton, NY 13902-5205

AVISO DE CUMPLIMIENTO

A EMPLEADOS

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.

2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.

3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.

4. Para el tratamiento de cualquier lesión o enfermedad relacionadacon el trabajo, usted puede escoger cualquier medicó, podiatra, quiropractico o psicólogo (al es referido por un medicó autorizado) que esté autorizado y acepte pacientes de la Juntade Compensación Obrera. Sin embargo, si su patrono está autorizado a participar una organización certificada de proveedores preferidos (PPO) usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquier de estos programas establecidos por ley estan obligadosa proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.

5. Usted deberá requerir de su Medicó que radique copias de los informes medicós de su caso en la Junta de Compensación Obrera y en la compania de seguros de su patrono, que se indica al final de esta forma.

6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo ó resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.

7. No pague a ningun proveedor medicó directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso ó la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.

8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado ó por representante licenciado si usted así lo desea. Si es representado, no pague al abogado ó al representante licenciado. Cuando la Junta decida su caso, los honorarios seran determinados por la Junta y descontados de sus beneficios.

9. Si tiene dificultad en conseguir un formulario de reclamación ó necesita ayuda para llenarlo ó tiene dudas sobre cualquier situación relacionada con una lesión ó enfermedad comuniquese con la oficina mas cercana de la Junta.

Robert E. Beloten
Chair (Presidente)

Workers' Compensation Benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuandos debidos, seran pagados por):

THE STATE INSURANCE FUND
199 Church Street, New York, N. Y. 10007
(212) 312-9000

Effective From (En Vigor Desde) 06/01/2016 To (Hasta) cancellation

Policy No. (Poliza No.) I 1276 681-2

Name of employer (Nombre de patrono)

Reviewed By
Office of Town Attorney

COMPLY INC
105 MAXESS ROAD, STE 124
MELVILLE NY 11747

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about the employer's place or places of business may result in a $250 penalty for each violation.

C-105 (08-2009)
S. I. F. U-30
"U305P/55"

PRESCRIBED BY CHAIR
WORKERS' COMPENSATION BOARD
STATE OF NEW YORK

www.wcb.ny.gov

3250

Meeting of December 13, 2016 Resolution No. 694 -2016

Reviewed By
Office of Town Attorney

WHEREAS, pursuant to Resolution No. 778-2015, adopted on December 15, 2015, the Town of Oyster Bay entered into an agreement with Cashin Associates, P.C., for the implementation of a comprehensive employee safety and health program, for the period from February 1, 2016 through December 31, 2016, with two (2) one-year extensions; and

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 21, 2016, requested Town Board authorization to exercise the first option for an extension of the Cashin Associates, P.C. contract from January 1, 2017 through December 31, 2017, and for the Comptroller to be authorized and directed to encumber an amount not to exceed $68,000.00 from Account No. TWN AMW 9040 84040 000 0000 000,

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, the Town Board hereby authorizes the Department of Human Resources to exercise the first option for an extension of the Cashin Associates, P.C. contract from January 1, 2017 through December 31, 2017; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment, in an amount not to exceed $68,000.00 from Account No. TWN AMW 9040 84040 000 0000 000.

-#-

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)
Human Resources

30

694

Town of Oyster Bay
Inter-Departmental Memo

TO: Memorandum Docket

FROM: John Canning, Commissioner
Department of Human Resources

DATE: November 21, 2016

RE: Comprehensive Employee Safety & Health Program

On December 15, 2015, Town Board Resolution #778-2015 approved a request to enter into an Agreement with Cashin Associates, P.C., from February 1, 2016 through December 31, 2016, with two options to extend said agreement for a period of one year per option.

At this time, we are requesting approval to exercise the first option for an extension of the Cashin Associates, P.C. contract from January 1, 2017 through December 31, 2017.

The amount shall not exceed $68,000 and funds are available in Account TWN AMW 9040 84040 000 0000 000.

John Canning
Commissioner

cc: Town Attorney (with 10 Copies)
Attachments

Cashin Associates, P.C.
ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT
Est. 1959

2016 NOV 21 A 9:23

November 18, 2016

Richard LaMarca, Director
Division of Labor-Management
Town of Oyster Bay - Department of Human Resources
29 Spring Street
Oyster Bay, NY 11771-1592

Re: Professional Services Contract- Employee Health & Safety Training Program Agreement Executed December 15, 2015

Dear Mr. LaMarca:

It is our understanding that the Town desires to exercise its option for the first one-year extension of the above referenced Agreement for the term commencing on January 1, 2017 and ending December 31, 2017. Please accept this letter constituting the intention of Cashin Associates, P.C. to accept the extension of its above referenced Agreement in full accordance with its terms and conditions. As specified in Section 1 of the Agreement, the budget allocation for this option term is $68,000. Attached is a copy of Acord Certificate of Liability Insurance showing evidence for the proper insurance coverage, for the upcoming term; naming the Town of Oyster Bay as additionally insured.

Please do not hesitate to contact me of Gregory T. Greene is you have any questions.

Very truly yours,
CASHIN ASSOCIATES, P.C.

Brian R. Duggan
General Counsel

Cc: GTG, File 16017.1

Attachment
BRD
2015-149

1200 Veterans Memorial Highway • Hauppauge, NY 11788 • 631-348-7600 • FAX 631-348-7601
www.cashinassociates.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2016

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

Hub International Northeast Limited
100 Sunnyside Boulevard
Woodbury NY 11797

CONTACT NAME:
PHONE (A/C, No, Ext): 516-677-4700 FAX (A/C, No): 516-496-4040
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Pacific Indemnity Co.	20346
INSURER B: Federal Insurance Co.	20281
INSURER C: Travelers Indemnity Company	25658
INSURER D: Lexington Insurance Co.	19437
INSURER E:	
INSURER F:	

INSURED

Cashin Associates P.C.
1200 Veterans Memorial Hwy. - Suite 200

Hauppauge, NY 11788

Cus#700351

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	35899711	05/15/2016	05/15/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Contractual Liab						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			73565114	12/02/2015	12/02/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / X OCCUR	X		EUP15N9037016	05/15/2016	05/15/2017	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$4,000,000
	DED / X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Professional Liab Claims Made			023058105	06/30/2016	06/30/2017	Ea Claim/Aggregat Deductible	$2,000,000 $50,000

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

Re: Town of Oyster Bay Health and Safety Compliance Contract
The Town of Oyster Bay is included as an additional insured with respects to general liability as required by written contract or agreement.

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

Town of Oyster Bay
Department of Human Resources
29 Spring Street
Oyster Bay, NY 11771
Attn: Richard LaMarca, Dir. of Labor Mgmt

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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Doc#9085259 Certholder #: 745

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 3RD FLR, MELVILLE, NEW YORK 11747-3129

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 112325811
HUB INTERNATIONAL NORTHEAST
100 SUNNYSIDE BLVD
WOODBURY NY 11797

Scan to Validate

POLICYHOLDER	CERTIFICATE HOLDER
CASHIN ASSOCIATES PC 1200 VETERANS MEMORIAL HIGHWAY HAUPPAUGE NY 11788	TOWN OF OYSTER BAY, DEPT OF HUMAN RESOURCES 29 SPRING STREET OYSTER BAY NY 11771

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
I2039 740-2	838430	07/23/2016 TO 07/23/2017	11/18/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2039 740-2, 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 YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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.

Reviewed By
Office of Town Attorney

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 912945364

U-26.3

Meeting of December 15, 2015

Resolution No. 778-2015

Reviewed By
Office of Town Attorney

WHEREAS, John Canning, Commissioner of the Department of Human Resources, and Richard LaMarca, Director of Labor-Management Relations, Department of Human Resources, by memoranda dated December 1, 2015 and December 8, 2015, requests that the Supervisor, be authorized to enter into a contract with Cashin Associates, P.C., 1200 Veterans Memorial Highway, Suite 200, Hauppauge, New York 11788, to provide services in connection with the Employee Safety and Health Program, from February 1, 2016 through December 31, 2016, in an amount not to exceed $66,000.00, with an option to extend this contract for an additional second and third year, in an amount not to exceed $68,000.00 in the second year, and $70,000.00 in the third year,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor is hereby authorized and directed to enter into a contract with Cashin Associates, P.C., 1200 Veterans Memorial Highway, Suite 200, Hauppauge, New York 11788, to provide services in connection with the Employee Safety and Health Program, from February 1, 2016 through December 31, 2016, in an amount not to exceed $66,000.00 with an option to extend this contract for an additional second and third year, in an amount not to exceed $68,000.00 in the second year, and $70,000.00 in the third year; 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 the funds for said payment shall be drawn from Account No. TWN AMW 9040 84040 000 0000 000, or any other appropriate account.

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Human Resources

Professional Services Contract

Cashin Associates, P.C.

This AGREEMENT, made the 15th day of March 2016, by and between the TOWN OF OYSTER BAY, a municipal corporation having its principal office at Town Hall, Oyster Bay, New York (hereinafter called "TOWN") and CASHIN ASSOCIATES, P.C., a Professional Corporation organized and existing under the laws of the State of New York having its principal office at 1200 Veterans Memorial Highway, Suite 200, Hauppauge, New York 11788 (hereinafter called "CASHIN").

WITNESSETH

WHEREAS: said contract provides for a professional services consultant allocating an amount not to exceed SIXTY SIX THOUSAND DOLLARS ($66,000) for the eleven month term commencing on February 1, 2016, with an option renew for two one-year extensions not to exceed SIXTY EIGHT THOUSAND DOLLARS ($68,000) for the term beginning on January 1, 2017 and SEVENTY THOUSAND DOLLARS ($70,000) for the term beginning January 1, 2018; and

WHEREAS: the TOWN has solicited for and received proposals for the provision of said services, and

WHEREAS: in accordance with said request for proposals the TOWN has selected CASHIN to provide said services.

NOW THEREFORE, the parties agree as follows:

1) CASHIN shall provide services (as outlined in CASHIN'S attached Scope of Work) consistent with the project design and budget allocation attached hereto and made part hereof for a total sum not to exceed SIXTY SIX THOUSAND ($66,000) for the eleven month term commencing on February 1, 2016, with an option renew for two one-year extensions not to exceed SIXTY EIGHT THOUSAND DOLLARS ($68,000) for the term beginning on January 1, 2017 and SEVENTY THOUSAND DOLLARS ($70,000) for the term beginning on January 1, 2018.

2) FINAL PAYMENT: Final payment will be withheld pending the satisfactory completion of all work specified herein.

3) TERMINATION: This AGREEMENT may be terminated by the TOWN hereto by giving a thirty-day written notice to the other party of notice of cancellation. CASHIN 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 the AGREEMENT.

4) The TOWN'S Commissioner of Human Resources and/or his or her designee shall direct and monitor all activities performed by CASHIN consistent with the aforementioned project design and budget allocation.

5) Upon the expiration of the contract all finished products become the property of the Town of Oyster Bay. It is understood that any materials provided by CASHIN for use during the program year will remain the property of CASHIN.

6) CASHIN agrees to indemnify, save and hold harmless the TOWN and all of its employees from any claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work and services provided for in this AGREEMENT; and further agrees to defend at its own cost and expense, any action or proceeding commenced for the purpose of assessing any claim or whatsoever character existing out of this AGREEMENT.

7) CASHIN maintains all insurance coverages required by the TOWN, and current insurance certificates are on file with the TOWN'S Office of the Comptroller. They will remain in effect past the end date of this AGREEMENT.

General Provisions:

8) CASHIN shall submit monthly claims for the payment to the Department of Human Resources, on a form designed by the TOWN'S Office of the Comptroller, indicating the services performed and the value thereof and/or of any components thereof, and shall certify that said work was actually performed and was performed in compliance with the terms and conditions of this AGREEMENT. Monthly claims will be based on actual hours expended on the work by CASHIN technical personnel and CASHIN'S standard billing rates with the TOWN (or filed with the Town Office of the Comptroller) which shall be in effect during the term of this AGREEMENT.

9) It is agreed that consultation, including any inspection or representational activity by CASHIN does not constitute any delegation to CASHIN or assumption by CASHIN of the direct and primary duty of the employer or any corporation or agency or association affiliated with the employer to be in compliance with any regulatory agency, law, and/or regulation. Neither the making of consultation, nor reports constitutes any determination or warranty by CASHIN that the workplace, operations, work environment, processes, regulatory requirements. However, CASHIN will exercise good faith and due diligence in the execution of its agreed tasks and shall not knowingly render service or advise contrary to the employer's maintenance or a safe and healthful work environment in compliance with regulatory requirements. Except as specified in this paragraph, CASHIN shall indemnify and hold the employer harmless from any action or actions of itself, its employees and/or agents and/or their successors, administrators, executors and assigns, including negligence or misconduct, whether willful or not.

10) It is expressly understood that in providing these services, CASHIN is acting solely in the interest and for the benefit of the TOWN. While the employees and/or affiliated corporation or association or agencies and their employees may indirectly benefit from CASHIN assistance, these benefits are merely incidental to the objective of this AGREEMENT.

11) The employer shall at its own expense defend CASHIN or its employees against any claim arising out of this contract by any employee or agent of the employer or any other person or organization, and shall indemnify and hold CASHIN harmless against and from any judgment, loss, damage and expenses including reasonable attorney's fee, which CASHIN incurs with connection to any such claim except if CASHIN is finally

adjudicated to have engaged in any improper conduct, action or actions, including negligence or misconduct, whether willful or not.

12) This AGREEMENT shall be binding upon the parties hereto, their successors, administrators, executors and assigns. If an entire operation of CASHIN or any part thereof, is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, the operation so affected shall continue to be subject to the terms and conditions of this AGREEMENT for the life thereof. CASHIN shall give notice of the existence of this AGREEMENT and clause to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this AGREEMENT or any part thereof. The notice will be in writing with a copy to the TOWN not later than ninety (90) days prior to the applicable event. In the event CASHIN fails to require the purchaser, transferee, lessee, assignee, etc., to assume the obligation of this AGREEMENT, CASHIN shall be liable to the TOWN for all costs, losses or other damages sustained as a result of such failure to require assumption of the terms of this AGREEMENT, but shall not be liable after the purchaser, transferee, lessee, assignee, etc., has agreed to assume the obligations of this AGREEMENT.

13) CASHIN subscribes to the American Society of Safety Engineers (ASSE) Code of Ethics. Copy available if requested.

14) The term of this AGREEMENT shall commence on February 1, 2016 and terminate on December 31, 2016, with the TOWN retaining an option to renew this AGREEMENT for a two additional one-year extensions.

IN WITNESS WHEREOF, the TOWN and CASHIN have executed this AGREEMENT on the date recited herein which shall be effective as of February 1, 2016.

John Venditto
Town Supervisor
Town of Oyster Bay, New York

Francis J. Cashin, III, PE
Executive Vice President
Cashin Associates, P.C.

Reviewed by the Office of the
Town Attorney

Meeting of December 13, 2016 Resolution No. 695-2016

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 28, 2016, recommended that the Town Board authorize the continuation of the Town's participation in the New York State Health Insurance Program's "Empire Plan" for the period from January 1, 2017 through December 31, 2017, and that funding be based on the current enrollment and the 2017 premium figures, as follows:

43.40% of enrollees have Family coverage at a premium of $2,160.64 per month (12.17% increase over 2016 rate)

19.36% of enrollees have Single coverage at a premium of $944.39 per month (11.23% increase over 2016 rate)

5.68% of enrollees have Medi-Prime Family w/1 coverage at a premium of $1,637.63 per month (7.03% increase over 2016 rate)

13.38% of enrollees have Medi-Prime Family w/2 coverage at a premium of $1,114.63 per month (1.69% decrease under 2016 rate)

17.94% of enrollees have Medi-Prime Individual coverage at a premium of $421.40 per month (6.93% decrease under 2016 rate)

0.237% of enrollees have COBRA Individual coverage at a premium of $944.39 per month

0.00% of enrollees have COBRA Family coverage at a premium of $2,160.64 per month

0.00% of our enrollees have COBRA Medi-Prime Individual coverage at a premium of $421.40 per month

There are presently 1,689 enrollees; and

WHEREAS, allowing for an approximate 1.2% (20) increase in the number of enrollees, the total annual premium for the period from January 1, 2017 through December 31, 2017, will be approximately $28,675,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes the continuation of the Town's participation in the Empire Plan, for the period from January 1, 2017 through December 31, 2017, at an approximate cost of $28,675,000.00, with said funds to be drawn from Account No. TWN AMM 9060 80000 000 0000 000; and be it further

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

-#-

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

Supervisor 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)
Human Resources

Reviewed By
Office of Town Attorney

Town of Oyster Bay
Inter-Departmental Memo

November 28, 2016

TO: Memorandum Docket

FROM: John Canning, Commissioner
Department of Human Resources

SUBJECT: **Continuation of New York State Health Insurance Program (NYSHIP, a/k/a "Empire Plan") -2017**

Pursuant to Town Board Resolution No. 699-2015, adopted on December 15, 2015, the Honorable Town Board authorized continuation of the Town's participation in the Empire Plan through December 31, 2016. It is hereby recommended that this plan be continued an additional twelve (12) months, effective January 1, 2017 through December 31, 2017.

It is also recommended that funding be based on the current enrollment and 2017 premium figures, as follows:

- **43.40% of our enrollees have *FAMILY* coverage at a premium of $2,160.64 per month. (12.17% increase over 2016 rate)**
- **19.36% of our enrollees have *SINGLE* coverage at a premium of $944.39 per month. (11.23% increase over 2016 rate).**
- **5.68% of our enrollees have *MEDI-PRIME FAMILY w/1* coverage at a premium of $1,637.63 per month. (7.03% increase over 2016 rate).**
- **13.38% of our enrollees have *MEDI-PRIME FAMILY w/2* coverage at a premium of $1,114.63 per month. (1.69% decrease under 2016 rate)**
- **17.94% of our enrollees have *MEDI-PRIME INDIVIDUAL* coverage at a premium of $421.40 per month. (6.93% decrease under 2016 rate)**
- **0.237 % of our enrollees have *COBRA INDIVIDUAL* coverage, at a premium of $944.39 per month.**
- **0.00 % of our enrollees have *COBRA FAMILY* coverage, at a premium of $2160.64 per month.**
- **0.00% of our enrollees have *COBRA MEDI-PRIME INDIVIDUAL* coverage, at a premium of $421.40 per month.**
- **There are presently1689 enrollees.**

Averaging the above, the total monthly premium is:

$1,440.58	Avg. Monthly premium enrollee
X 1709	Projected Enrollees 2017
$2,461,951.22	Average 2017 monthly premium

Allowing for an approximate 1.2% (20) increase in the number of enrollees, the 2017 total annual premium for the period of January 1, 2017 through December 31, 2017 will be approximately $29,543,415.00.

Therefore, it is requested that the Empire Plan be continued by the adoption of a resolution on or before the Town Board Calendar of December 13, 2016, as outlined above, and that payment be made by the Town Comptroller upon receipt of a duly certified Town Claim Form from account no. TWN AMM 9060 80000 000 0000 000.

John Canning
Commissioner

JC: DOR
Attachs.
Town Attorney (Original w/10 copies)

HBA Online has a new web address, https://www.cs.ny.gov/employee-benefits/hba.
Please update any bookmarked pages.

2017 Participating Agency Monthly Empire Plan Premium Rates for Employers

Empire Plan

Plan Primary Enrollees
Individual $944.39
Family $2,160.64

Medicare Primary Enrollees
Individual $421.40
Family - one Medicare $1,637.63 (Family coverage with one member enrolled in Medicare)
Family - two Medicares $1,114.63 (Family coverage with two or more members enrolled in Medicare)

The Empire Plan Participating Agencies also pay a monthly administrative charge of $2.256 per enrollee.

Meeting of December 15, 2015

Resolution No. 699-2015

Reviewed By
Office of Town Attorney

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 19, 2015, recommends that the Town Board authorize the continuation of the Town's participation in the New York State Health Insurance Program's "Empire Plan" for the period from January 1, 2016 through December 31, 2016, and that funding be based on the current enrollment and the 2016 premium figures, as follows:

44.72% of enrollees have Family coverage at a premium of $1,926.21 per month (6.49% increase over 2015 rate)

19.69% of enrollees have Single coverage at a premium of $849.01 per month (5.46% increase over 2015 rate)

5.11% of enrollees have Medi-Prime Family w/1 coverage at a premium of $1,530.00 per month (8.84% increase over 2015 rate)

12.95% of enrollees have Medi-Prime Family w/2 coverage at a premium of $1,133.77 per month (13.10% increase over 2015 rate).

17.31% of enrollees have Medi-Prime Individual coverage at a premium of $452.79 per month (12.68% increase over 2015 rate)

0.17% of enrollees have COBRA Individual coverage at a premium of $849.01 per month

0.06% of enrollees have COBRA Family coverage at a premium of $1,926.21 per month

0.00% of our enrollees have COBRA Medi-Prime Individual coverage at a premium of $452.79 per month

There are presently 1,722 enrollees; and

WHEREAS, allowing for an approximate 2.9% (50) increase in the number of enrollees, the total annual premium for the period from January 1, 2016 through December 31, 2016, will be approximately $28,375,107.00,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes the continuation of the Town's participation in the Empire Plan, for the period from January 1, 2016 through December 31, 2016, at an approximate cost of $28,375,107.00, with said funds to be drawn from Account No. TWN AMM 9060 80000 000 0000 000, or any other appropriate account; and be it further

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

Meeting of December 13, 2016 Resolution No. 696-2016

WHEREAS, pursuant to Town Board Resolution 69-2016, the Town Board authorized the retention of Jackson Lewis, PC, Guercio & Guercio, LLP, The Scher Law Firm, Bisceglie, & Associates, PC and Silverman Acampora, LLP to provide labor counsel services to the Town for the period beginning January 1, 2016 through December 31, 2016, with two (2), one (1) year renewal options; and

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 21, 2016, has requested that the Town Board authorize the Department of Human Resources to exercise the first, one year renewal option, in an amount not to exceed $57,000.00, with funds to be drawn from Account No. TWN AMW 9040 84040 000 0000 000,

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, the Town Board hereby authorizes the Department of Human Resources to exercise the first renewal option with Jackson Lewis, PC, Guercio & Guercio, LLP, The Scher Law Firm, Bisceglie, & Associates, PC and Silverman Acampora, LLP, to provide labor counsel to the Town for the period beginning January 1, 2017 through December 31, 2017, 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 shall be drawn from Account No. TWN AMW 9040 84040 000 0000 000.

-#-

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)
Human Resources

39 696

Town of Oyster Bay
Inter-Departmental Memo

TO: Memorandum Docket

FROM: John Canning, Commissioner
Department of Human Resources

DATE: November 21, 2016

RE: Labor Counsel

On February 23, 2016, Town Board Resolution #69-2016 approved a request to enter into an Agreement with Jackson Lewis P.C., Guercio & Guercio, LLP, The Scher Law Firm, Bisceglie & Associates, P.C., and Silverman Acampora LLP, from January 1, 2016 through December 31, 2016, with two options to extend said agreement for a period of one year per option.

At this time, we are requesting approval to exercise the first option for an extension of the contracts with these firms from January 1, 2017 through December 31, 2017.

The amount shall not exceed $57,000 and funds are available in Account TWN AMW 9040 84040 000 0000 000.

John Canning
Commissioner

cc: Town Attorney (with 10 Copies)
Attachments

Meeting of February 23, 2016 Resolution No. 69-2016

WHEREAS, John Canning, Commissioner of the Department of Human Resources, and Richard LaMarca, Director of Labor-Management Relations, Department of Human Resources, by memorandum dated January 26, 2016, request Town Board authorization for the Supervisor to enter into agreements with Jackson Lewis, PC, 58 South Service Road, Suite 410, Melville, New York 11747, Guercio & Guercio, LLP, 77 Conklin Street, Farmingdale, New York 11735, The Scher Law Firm, One Old Country Road, Suite 385, Carle Place, New York 11514, Bisceglie & Associates, P.C., 112 Madison Avenue, New York, NY 10016, and Silverman Acampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, to provide services as the Town's labor counsel, in an amount not to exceed $100,000 per year, from January 1, 2016 through December 31, 2016, with two (2), one (1) year extension options; and

WHEREAS, said services include,

1. Guidance in negotiating Collective Bargaining Agreements with Town employees' labor unions,
2. Representation on behalf of the Town in grievances submitted by Town employees,
3. Representation on behalf of the Town in disciplinary hearings based on charges proffered against Town employees,
4. Guidance to the Town on interpretation of New York State Civil Service Law in matters concerning promotion and/or discipline of employees;
5. In-house, live and possibly internet-based training for the Town of Oyster Bay employees on various employment and management related policies and topics, including but not limited to, Anti-Harassment and Anti-Violence,

Reviewed By Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor is hereby authorized to enter into agreements with the aforementioned firms to provide the above services as the Town's labor counsel, in an amount not to exceed $100,000 per year, nunc pro tunc, from January 1, 2016 through December 31, 2016, with two (2), one (1) year extension options, 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 shall be available from Account No TWN AMW 9040 84040 000 0000 000, or any other appropriate account.

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Human Resources

THIS AGREEMENT made the ____ day of January, 2016, by and between the TOWN OF OYSTER BAY, a Municipal Corporation of the State of New York, having its principal offices at 54 Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as "TOWN"), and _____
(hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, TOWN desires CONTRACTOR to perform certain services, hereinafter enumerated and CONTRACTOR desires to perform said services for TOWN, on the terms and conditions hereinafter set forth; and

WHEREAS, CONTRACTOR, due to its background and expertise is eminently qualified to perform the aforesaid services; and

WHEREAS, the services contemplated by this agreement, are professional services, within the intent and purview of the General Municipal Law of the State of New York.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. TOWN hereby hires and retains CONTRACTOR to provide the following services, as described in the attached Proposal, for the period beginning January 1, 2016, through December 31, 2016:

   a) At the request of TOWN, to provide various legal, consulting, and training services in connection with, but not limited to the TOWN's Non-Discrimination and Anti-Harassment Policy and Employee/Management Training services. Determination of training and assistance to be provided by CONTRACTOR in addition to the development of new or revision of existing policies to be assigned according to the varying levels of expertise and experience of CONTRACTOR, and the needs of TOWN, and the desire of the TOWN to meet the requirements of various Federal and State Laws as they arise. At the request of TOWN, CONTRACTOR is to be utilized on an as needed basis, said services to include training, whether in house, live, or internet-based, plus research, materials, preparation, and miscellaneous expenses. Said expenses are to be reimbursed to the CONTRACTOR only upon satisfactory submission of documentation and/or appropriate receipts of expenses. Legal services are to include but not be limited to; legal consultation and assistance with the development of Policy making and any required training, and to assist TOWN with compliance with the mandates of various Federal and New York State employment laws.

b) At the request of TOWN, to assist with the appropriate documentation of said training and to provide the necessary record-keeping information and acknowledgements, confirming receipt of any required policy statements and live training sessions or on-line training modules.

c) At the request of TOWN to provide guidance in negotiating Collective Bargaining Agreements.

d) At the request of TOWN to provide interpretation of the New York State Civil Service Law.

e) At the request of TOWN provide representation on behalf of the Town in regard to grievances and disciplinary hearings.

f) At the request of TOWN to provide legal representation and guidance with respect to other various labor matters.

2. CONTRACTOR shall maintain compliance with all applicable state, federal and TOWN laws and regulations with respect to fulfillment of the contract. In addition, CONTRACTOR shall follow requirements of TOWN policies and procedures.

3. For services rendered hereunder by CONTRACTOR, pursuant to Paragraph 1, TOWN shall pay CONTRACTOR according to the fee schedule as outlined in the Proposal, upon submission of a properly executed Town Claim Form. All payments shall be made in arrears, within about 60 days after receipt of the invoice and standard TOWN claim form, duly certified by CONTRACTOR and approved by TOWN. CONTRACTOR agrees to submit, simultaneously with said forms, such documentation as TOWN may require, in order to substantiate the amounts claimed.

4. CONTRACTOR, including its office and/or subcontractors shall maintain full and complete books and records of accounts pertaining to services rendered under this Agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the TOWN and State Comptroller. Such books and records shall at all times be available, upon due notice, for audit and inspection by the State Comptroller, or a duly designated representative of TOWN. All such books and records shall be retained for a period of six (6) years after the completion of all the services described in this agreement.

a) CONTRACTOR agrees to safeguard the confidentiality of medical records and/or information, including but not limited to HIV-

related information, relating to TOWN employees, that may be obtained by the CONTRACTOR in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information including but not limited to HIV related information, in conformity with the confidentiality requirements of the New York State Public Health Law and the regulations promulgated thereunder, including, but not limited to Sections 2782 and 2805-g of the Public Health Law of the State of New York, and 10 NYCRR 415.22 and 730.10 and Parts 24 and 63 or as same may, from time-to-time be amended.

b) CONTRACTOR further agrees to require each of its employees, partners, or agents assigned to the performance of duties pursuant to this Agreement, to observe said requirements. Any breach of confidentiality by the CONTRACTOR, its employees, partners, agents or representatives shall be cause for immediate termination of this Agreement. In the event of such termination, CONTRACTOR shall be paid only for services already rendered whether billed or unbilled.

c) It is further agreed to by the CONTRACTOR that the provisions of this paragraph shall survive this agreement and the CONTRACTOR agrees to remain bound by the terms of this paragraph for as long as the records and information developed hereunder exists.

5. CONTRACTOR agrees that it is now and shall be, at all times, deemed to be an independent contractor and shall not at any time or for any purpose be deemed to be an employee of TOWN, and shall not in any manner whatsoever, by its actions or deeds commit TOWN to any obligation irrespective of the nature thereof. It is further agreed and understood that no agent, servant, guest, patron, invitee or employee of CONTRACTOR shall at any time, or under any circumstances, be deemed to be an agent, servant or employee of TOWN.

6. a) CONTRACTOR shall agree to conduct its activities pursuant to this Agreement so as not to endanger or harm any person thereon and to indemnify and hold harmless TOWN, their agents, officers and employees against any and all claims, demands, causes of action, including claims for personal injury and/or death, damages (including damages to TOWN property), costs and liabilities, in law or equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by CONTRACTOR'S activities, or from any act or omission of CONTRACTOR, its officers, agents, employees, guests, patrons or invitees as follows:

(i) CONTRACTOR shall, at TOWN's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against CONTRACTOR, and/or their agents, officers or employees on any such claim, demand or cause of action, and CONTRACTOR shall pay and satisfy any judgment or decree which may be rendered against CONTRACTOR, and/or its agents, officers or employees in any such suit, action or other legal proceedings.

(ii) CONTRACTOR shall pay any and all damages to the property of TOWN for loss or theft of any property, done or caused by CONTRACTOR, its officers, agents, employees, guests, patrons or invitees.

7. a) CONTRACTOR shall, prior to commencement of this Agreement, provide proof of liability insurance as required by the Town.

b) CONTRACTOR shall secure Worker's Compensation insurance for the benefit of such of its employees as must be so insured in compliance with the Worker's Compensation Law, and shall keep insurance in full force and effect during the term of this agreement, or documentation indicating that CONTRACTOR does not require said insurance.

c) Copies of the above-mentioned policies or satisfactory Certificates of Insurance reflecting such coverage shall be due upon the effective date of the contract and shall be delivered to TOWN; and failure of CONTRACTOR to procure or maintain such insurance policies shall be deemed a substantial violation of the terms of this agreement.

8. This Agreement shall have a term of twelve (12) months, with two one year renewal options at the Town's request, unless terminated in accordance with the terms of this Agreement. CONTRACTOR agrees that the fees and rates set forth above shall remain in effect for the full three-year term, except as provided for in Paragraph 1(a) above. TOWN shall have the right to terminate this Agreement with or without cause, by giving CONTRACTOR thirty (30) days written notice of its intent to terminate. In the event of such termination, reimbursement to CONTRACTOR shall be limited to any amounts incurred by TOWN due to CONTRACTOR (whether billed or unbilled) prior to the date of termination.

9. This Agreement may not be amended, modified, assigned, transferred, subcontracted, or in any other way disposed of by CONTRACTOR without prior written consent of TOWN and CONTRACTOR.

10. CONTRACTOR warrants that it is not in arrears to TOWN upon any debt or agreement, and that it is not in default as surety, contractor or otherwise upon any obligation to TOWN.

11. This Agreement shall be subject to, and be interpreted in accordance with, the Laws of the State of New York.

12. Pursuant to the laws of the United States of America and the State of New York, CONTRACTOR and TOWN agree that there shall be no discrimination against anyone because of race, color, creed, national origin, marital status, sex, sponsor, or disability in regard to fulfillment of this Agreement.

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

TOWN OF OYSTER BAY

By:_____ By:_____

_____ _____
(print name) (print name)

_____ _____
(print title) (print title)

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

On the ____ day of _____, in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s), whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the ____ day of _____, in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s), whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Representing Management Exclusively in Workplace Law and Related Litigation

jackson | lewis
Attorneys at Law

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SEATTLE, WA
ST. LOUIS, MO
STAMFORD, CT
TAMPA, FL
WASHINGTON, DC REGION
WHITE PLAINS, NY

*through an affiliation with Jackson Lewis P.C., a Law Corporation

MY DIRECT DIAL IS: (631) 247-4653
MY EMAIL ADDRESS IS: VALENTIC@JACKSONLEWIS.COM

November 10, 2016

VIA EMAIL – rlamarca@oysterbay-ny.gov
AND U.S. MAIL

Mr. Richard LaMarca
Director of Labor-Management Relations
Department of Human Resources
Town of Oyster Bay
29 Spring Street
Oyster Bay, New York 11771

Re: Letter of Intent to Extend Agreement for Services – Jackson Lewis P.C.

Dear Richard:

Pursuant to Paragraph 8 of the Agreement for Services ("Agreement") between Jackson Lewis P.C. and the Town of Oyster Bay executed in March 2016 (copy attached as Exhibit A), we hereby submit this letter of intent to extend the Agreement for the period of January 1, 2017 through December 31, 2017. It is our understanding that, if extended, the fees and rates set forth in the Agreement shall remain in effect. In support of this letter of intent, attached as Exhibit B is a copy of an updated Certificate of Liability Insurance for Jackson Lewis P.C.[1]

We look forward to continuing our relationship with the Town through 2017 and beyond. As always, if there is anything else you need, please contact me.

Very truly yours,

JACKSON LEWIS P.C.

Christopher M. Valentino/nml

Christopher M. Valentino

CMV/nml
Attachments

4821-0787-2060, v. 1

[1] Please note that the attached Certificate of Liability Insurance covers the period of May 1, 2016 through May 1, 2017. In May 2017, the firm will furnish a new Certificate of Liability Insurance covering the remainder of 2017.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2016

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
Crystal & Company
Crystal IBC LLC
32 Old Slip
New York NY 10005

CONTACT NAME:
PHONE (A/C, No, Ext): 212-344-2444 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Pacific Indemnity Company	20346
INSURER B: Great Northern Insurance Company	20303
INSURER C: Federal Insurance Company	20281
INSURER D:	
INSURER E:	
INSURER F:	

INSURED JACKLE2
Jackson Lewis P.C.
1133 Westchester Avenue, Suite S125
West Harrison NY 10604

COVERAGES CERTIFICATE NUMBER: 1246338943 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	35899827	5/1/2016	5/1/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$INCLUDED
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	73557142	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	79974639	5/1/2016	5/1/2017	EACH OCCURRENCE	$12,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$12,000,000
	X DED RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71736355	5/1/2016	5/1/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Town of Oyster Bay is included as Additional Insured inclusive of a waiver of subrogation as their interests may appear as required by written contract. Evidence of coverage only with respect to Workers Compensation and Employers Liability.

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

Town of Oyster Bay
29 Spring Street
Oyster Bay NY 11771-1592

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
Crystal & Company

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2016

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
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

S15696-Jack-E&O-16-17

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's Underwriters And Various Insurers	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jackson Lewis P.C.
1133 Westchester Avenue
Suite S125
West Harrison, NY 10604

COVERAGES CERTIFICATE NUMBER: NYC-008158765-05 REVISION NUMBER: 11

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional Liability (Claims Made)			FINPU1600124	07/17/2016	07/17/2017	Per claim / Agg: Not less than 10,000,000 Retn:$2M EEC/$4M Agg/$100K EEC	

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

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

Jackson Lewis P.C.

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
of Marsh USA Inc.
Joseph G. Asmar

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GREGORY J. GUERCIO
RICHARD J. GUERCIO
GARY L. STEFFANETTA
KATHY A. AHEARN
JOHN P. SHEAHAN
RANDY GLASSER
BARBARA P. ALOE
ERIN M. O'GRADY-PARENT
LISA L. HUTCHINSON
BONNIE L. GORHAM
CHRISTOPHER F. MESTECKY

OFFICE ADMINISTRATOR
DOREEN GIAQUINTO

Reply to: Farmingdale x
Latham o

LAW OFFICES
OF
GUERCIO & GUERCIO, LLP
77 Conklin Street
Farmingdale, New York 11735
(516) 694-3000
FAX: (516) 694-4738
www.guerciolaw.com

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

KELLY A. REAPE
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REESA F. MILES
OROMA H. REYNOLDS
TONI L. MINCIELI
ERIC LEVINE
DANIELA GIORDANO
ADAM P. GROGAN*

*ADMISSION PENDING

November 17, 2016

Mr. Richard Lamarca
Director of Human Resources
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771

Re: Letter of Intent – Guercio & Guercio, LLP

Dear Mr. Lamarca:

We hereby respectfully request that the Town of Oyster Bay renew our contract as Labor Counsel for the period of January 1, 2017 through December 31, 2017, at the rate of $225.00 per hour.

Respectfully submitted,

Richard J. Guercio

RICHARD J. GUERCIO

RJG/spr
VIA EMAIL

c: Thomas M. Sabellico
Special Counsel

80-20-308032

ACORD

CERTIFICATE OF LIABILITY INSURANCE

AKO R001

DATE (MM/DD/YYYY) 2/8/2016

THIS CERTIFICATEIS 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.

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PRODUCER

EDWARDS AND COMPANY/PHS
127059 P:(866) 467-8730 F:(888) 443-6112
301 WOODS PARK DRIVE
CLINTON NY 13323

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Sentinel Ins Co LTD	11000
INSURER B: Hartford Ins Co of the Midwest	37478
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

GUERCIO & GUERCIO, LLP
77 CONKLIN ST
FARMINGDALE NY 11735

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] X General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	X	X	12 SBA UP5595	02/15/2016	02/15/2017	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] X HIRED AUTOS X NON-OWNED AUTOS			12 SBA UP5595	02/15/2016	02/15/2017	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			12 SBA UP5595	02/15/2016	02/15/2017	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12 WEC ZH2934	02/11/2016	02/11/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE- EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy.

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

TOWN OF OYSTER BAY
54 AUDREY AVE
OYSTER BAY, NY 11771

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

Marc Maillou

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THE SCHER LAW FIRM, LLP
ONE OLD COUNTRY ROAD, SUITE 385
CARLE PLACE, NY 11514

MARTIN H. SCHER*
JONATHAN L. SCHER*

AUSTIN R. GRAFF

DAVID J. GRECH
ALEXANDRA J. HOWELL

* ALSO ADMITTED IN DISTRICT OF COLUMBIA

TEL: 516-746-5040
FAX: 516-747-9100

W. SCOTT KERSHAW
COUNSEL

ROBERT S. NAYBERG
(1959 - 2018)

November 23, 2016

By Email: rlamarca@oysterbay-ny.gov

Richard LaMarca
Director of Labor-Management Relations
Department of Human Resources
Town of Oyster Bay
29 Spring Street
Oyster Bay, NY 11771

Re: Contract Extension

Dear Mr. LaMarca:

This letter serves as our letter of intent to renew our contract of January 2016 with the Town of Oyster Bay (hereinafter, "TOB"), to serve as Labor Counsel to TOB, for the period of January 1, 2017 through December 31, 2017.

Very truly yours,

THE SCHER LAW FIRM, LLP

Jonathan L. Scher, Esq.

JLS:cp
Enc.
cc: Peggy Krumenacker, Office Manager

F:\Town of Oyster Bay\RFP 2016 Extension - Labor - LOI with Insurance Requirements\11-23-16 JLS-TOB LOI re 2017 appointment and insurance coverage.docx

ACORD

CERTIFICATE OF LIABILITY INSURANCE

JRL
R022

DATE (MM/DD/YYYY)
11/23/2016

THIS CERTIFICATEIS 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.

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PRODUCER
USAA INSURANCE AGENCY INC/PHS
812846 P:(888) 242-1430 F:(888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 242-1430
FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Fire Ins Co	19682
INSURER B: Landmark American Insurance Co	33138
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
THE SCHER LAW FIRM LLP
1 OLD COUNTRY RD STE 385
CARLE PLACE NY 11514

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] X General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			65 SBA PV3357	04/25/2016	04/25/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER [ ]	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE- EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liab			LHR754580	11/27/2016	11/27/2017	$1,000,000/$2,000,000	

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

Those usual to the Insured's Operations.

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

TOWN OF OYSTER BAY
29 SPRING ST
OYSTER BAY, NY 11771

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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New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 134271944
THE SCHER LAW FIRM LLP
1 OLD COUNTRY ROAD SUITE 385
CARLE PLACE NY 11514

Scan to Validate

POLICYHOLDER	CERTIFICATE HOLDER
THE SCHER LAW FIRM LLP 1 OLD COUNTRY ROAD SUITE 385 CARLE PLACE NY 11514	TOWN OF OYSTER BAY 29 SPRING STREET OYSTER BAY NY 11771

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H 643 469-0	837229	07/14/2016 TO 07/14/2017	11/18/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 643 469-0, 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.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

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.

Reviewed By
Office of Town Attorney

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 542592253

U-26.3

BISCEGLIE & ASSOCIATES, P.C.
ATTORNEYS AT LAW

November 9, 2016

Via Electronic Mail- rlamarca@oysterbay-ny.gov
Mr. Richard LaMarca
Town of Oyster Bay
Department of Human Resources
29 Spring Street
Oyster Bay, New York 11771-1592

Re: Letter of Intent- Bisceglie & Associates, P.C.

Dear Mr. LaMarca:

It is our desire to renew our contract for the Town of Oyster Bay as labor counsel for the period of January 1, 2017 through December 31, 2017.

Please find enclosed certificates of General Liability Insurance and Workers' Compensation.

We look forward to providing legal service to the Town of Oyster Bay. Thank you.

Very truly yours,
BISCEGLIE & ASSOCIATES, P.C.

By:_____
Angelo R. Bisceglie, Jr.

REPLY TO NEW YORK OFFICE
820 SECOND AVE. 11TH FLOOR
NEW YORK, NEW YORK 10017
P: 212-532-0002
F: 888-688-4206

500 VALLEY ROAD
SUITE 105
WAYNE, NEW JERSEY 07470
P: 212-532-0002

Client#: 10615 BISASA0

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/09/2016

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.

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PRODUCER
Parsons & Associates, Inc.
Lawyers Professional Liability
440 S Warren Street, Ste 704
Syracuse, NY 13202

CONTACT NAME:
PHONE (A/C, No, Ext): 315 472-5420 FAX (A/C, No): 3154723222
E-MAIL ADDRESS:

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

INSURED
Bisceglie & Associates, PC
820 Second Avenue, 11 th Floor
New York, NY 10017

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Prof			596600385	08/01/2016	08/01/2017	$2,000,000 Occurrence $2,000,000 Aggregate $5,000 Per Claim Ded	

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

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

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

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

Robert M. Parsons

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) BISCEGLIE & ASSOCIATES PC 820 2ND AVENUE 11TH FLOOR NEW YORK, NY 10017 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (516) 353-7474 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 464100586
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF OYSTER BAY 54 AUDREY AVE OYSTER BAY, NY 11771	3a. Name of Insurance Carrier The Travelers Indemnity Company of Connecticut 3b. Policy Number of entity listed in box "1a" UB-5E322089-16 3c. Policy effective period 04/15/2016 to 04/15/2017 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

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 policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Linda Wales
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Linda Wales 11/9/16
(Signature) (Date)

Title: Insurance Service Rep.

Reviewed By Office of Town Attorney

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 677-0428

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

SILVERMAN ACAMPORA
Character is Everything® LLP

Anthony C. Acampora
516.479.6330
AAcampora@SilvermanAcampora.com

100 Jericho Quadrangle
Suite 300
Jericho, New York 11753

RECEIVED
2016 NOV 10 A 11: 11
DEPT. OF HUMAN RESOURCES
TOWN OF OYSTER BAY

November 8, 2016

Via Email and First-Class Mail
Mr. Richard LaMarca
Director of Labor-Management Relations
Town of Oyster Bay
Department of Human Resources
29 Spring Street
Oyster Bay, New York 11771-1592

Re: Request To Provide Outside Counsel Services To The Town of Oyster Bay for The Year 2017

Dear Mr. LaMarca:

As you are aware, our firm is on the Town of Oyster Bay's approved counsel list for Labor & Employment issues and litigation.

SilvermanAcampora LLP would be proud to continue to represent the Town of Oyster Bay as labor counsel for the period January 1, 2017 through and including December 31, 2017.

I have enclosed our updated insurance certificates for your review.

We look forward to serving the Town of Oyster Bay.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Anthony C. Acampora

ACA/cd
Enclosures

ACA/2001154.1/065931

SILVACA-01 MHODGES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2016

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
The Signature B&B Companies
501 Franklin Avenue
Suite 218
Garden City, NY 11530

CONTACT NAME:
PHONE (A/C, No, Ext): (516) 764-1100 FAX (A/C, No): (516) 764-1019
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb Custom Insurance Company	38989
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Silverman Acampora LLP
100 Jericho Quadrangle
Suite 300
Jericho, NY 11753

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		35925251	11/01/2016	11/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			73559651	11/01/2016	11/01/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			79873603	11/01/2016	11/01/2017	EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Oyster Bay is listed ad additional insured as respects to General Liability only

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

Town of Oyster Bay
29 Spring Street
Oyster Bay, NY 11771

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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The ACORD name and logo are registered marks of ACORD

SILVACA-01 MHODGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2016

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.

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PRODUCER
The Signature B&B Companies
501 Franklin Avenue
Suite 218
Garden City, NY 11530

CONTACT NAME:
PHONE (A/C, No, Ext): (516) 764-1100 FAX (A/C, No): (516) 764-1019
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : St. Paul Fire & Marine Ins. Co.	24767
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Silverman Acampora LLP
100 Jericho Quadrangle
Suite 300
Jericho, NY 11753

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			105817003	08/01/2016	08/01/2017	Professional Liab.	7,000,000

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

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

Town of Oyster Bay
29 Spring Street
Oyster Bay, NY 11771

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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SILVACA-01 MHODGES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2016

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PRODUCER
The Signature B&B Companies
501 Franklin Avenue
Suite 218
Garden City, NY 11530

CONTACT NAME:
PHONE (A/C, No, Ext): (516) 764-1100 FAX (A/C, No): (516) 764-1019
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Ins. Co.	29459
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Silverman Acampora LLP
100 Jericho Quadrangle
Suite 300
Jericho, NY 11753

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N N / A		12WBCNP3219	06/01/2016	06/01/2017	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

Town of Oyster Bay
29 Spring Street
Oyster Bay, NY 11771

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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The ACORD name and logo are registered marks of ACORD

Meeting of December 13, 2016 Resolution No. 697-2016

WHEREAS, Resolution No. 733-2015, adopted on December 15, 2015, authorized Lockwood, Kessler & Bartlett, Inc., to provide engineering services under Contract No. PWC 31-16, On-Call Engineering Services Relative to Operation and Development of the Old Bethpage Solid Waste Disposal Complex; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated November 28, 2016, has requested that Lockwood, Kessler & Bartlett, Inc., be authorized to provide engineering services, including oversight for the Oyster Bay Solid Waste Disposal Complex, and further requested that the Comptroller issue an encumbrance order, in the amount of $20,000 under Contract No. PWC 31-16, with funds to be drawn from Account No. DER SR 05 8160 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Town Board authorization is hereby given for Lockwood, Kessler & Bartlett, Inc., to proceed with the abovementioned project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of $20,000 for Contract No. PWC 31-16, with funds to be drawn from Account No. DER SR 05 8160 44800 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)
Public Works
Environmental Resources

46

697

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 28, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
CONTRACT NO. PWC 31-16
ON-CALL SOLID WASTE DISPOSAL COMPLEX
ACCOUNT NO.: DER SR 05 8160 44800 000 0000

The consultant, Lockwood, Kessler & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 31-16 by Resolution No. 733-2015 for the subject project.

At the request of the Department of Environmental Resources, attached is a letter dated November 23, 2016 from Lockwood, Kessler & Bartlett, Inc. regarding the scope of work to be performed in an amount not to exceed $20,000.00. Services to be performed include oversight for the OBSWDC remedial systems requirements contract.

Attached is an availability of funds in the amount of $20,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DER SR 05 8160 44800 000 0000.

It is hereby requested that the Town Board authorize by Resolution Lockwood, Kessler & Bartlett, Inc. under Contract No. PWC 31-16, On-Call Engineering Services Relative to Solid Waste Disposal Complex and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/SC/dm

Attachment

cc: Office of the Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathy Stefanich, Administrative Division/DPW
Neil Bergin, Commissioner/Environmental
Joseph Pinto, Councilman

PWC 31-16 - LKB - ON-CALL REQUEST_20,000.00

Sunita

TOWN OF OYSTER BAY
Inter-Departmental Memo

NOVEMBER 22, 2016

To: ROBERT S. DARIENZO, DIRECTOR OF FINANCE

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

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Subject: **REQUEST FOR AVAILABILITY OF FUNDS**
CONTRACT NO PWC 31-16
LOCKWOOD, KESSLER & BARTLETT, INC.
OPERATION AND DEVELOPMENT OF THE OBSWDC

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

ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm
Attachments

PWC 31-16 $20,000 LKB MR.DOCX

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 21, 2016

TO : NEIL O. BERGIN, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

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

RICHARD T. BETZ
COMMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC31-16
ON-CALL OPERATION AND DEVELOPMENT OF THE O.B.S.W.D.C.
LOCKWOOD, KESSLER & BARTLETT, INC.

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of $20,000.00.

Funds are required for oversight of the OBSWDC Remedial Systems Requirements Contract, as per the attached letter from Lockwood, Kessler & Bartlett, Inc., dated November 1, 2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of $20,000.00 and Resolution No. 733-2015 authorizing Lockwood, Kessler & Bartlett, Inc. for on-call services.

If you have any questions, please contact Matthew Russo, P.E., Division of Engineering, at extension 5719.

Elizabeth L. Maccarone
ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

VERIFIED:

Diane I. Marx
DIANE I. MARX
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR:dm
Attachments

C: Kathleen Stefanich, Administration/DPW

PWC31-16 LKB ERR 2016 FUNDS

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

Requesting Division/Department: ENVIRONMENTAL RESOURCES

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

Contract Number: PWC31-16

Contract Period: 1/1/2016 - 12/31/2017

Consultant/Contractor: LOCKWOOD, KESSLER & BARTLETT, INC.

Discipline: OPERATION AND DEVELOPMENT OF THE OBSWDC

Total Authorization: $20,000.00

Resolution No.: 733-2015 Date: 12/15/2015

Funded To Date: $0.00

Amount Requested: $20,000.00

Account To Be Used: DER SR058160 44800 000 0000

If Capital Account, State The Related Contract Number: ERR14-121

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.

OVERSIGHT FOR THE OBSWDC REMEDIAL SYSTEMS REQUIREMENTS CONTRACT.

Work To Be Completed In Contract Period: Yes [X] No [ ]

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

Required Insurances Are In Effect: Yes [X] No [ ]

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

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

Amount of Bond $ _____

Requesting Division/Department	DPW Approval Only To Be Executed By The Commissioner
Signature:	Signature:
Title: Commissioner	Title: Commissioner of Public Works
Date: 11-23-16	Date: 11/22/16

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested: 20,000.00

Unemcumbered Balance: 177,796.37

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

Signature: _____ Date: 11/25/16

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. PWC31-16 Contract End 12/31/2017

Commencement Date JANUARY 1, 2016

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

Vendor Name and Address

LOCKWOOD, KESSLER & BARTLETT, INC.

1 AERIAL WAY

SYOSSET,NEW YORK 11791

Requesting Town Department ENVIRONMENTAL RESOURCES

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

OVERSIGHT FOR THE OBSWDC REMEDIAL SYSTEMS REQUIREMENTS CONTRACT.

This work order shall not exceed $ 20,000.00

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

Requesting Division/Department

Signature _____

Title Commissioner

Date 11-22-16

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature _____

Commissioner of Public Works

Date 11/23/16

November 23, 2016
LKB # 2016-0013

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

Attn: Elizabeth L. Maccarone, Deputy Commissioner
Department of Public Works, Engineering Division

Re: Request for Additional Funds for Implementing the Requirements Contract ERR14-121

Dear Deputy Commissioner Maccarone:

Lockwood Kessler and Bartlett, (LKB) is providing assistance to the Town in implementing the above referenced contract. This letter describes our efforts to date, and requests some funds for implementing the contract.

The contract started in 2015 and our records show 4 work orders totaling $52,492 have been approved. We recently completed work order 5 to empty the waste tanks and replace a flow meter and repair LED displays. It is our understanding the Town is scheduled to approve funds for work order 5 within the next few weeks.

Engineering services were required for the following work orders:

Work Order 1

Included the installation of new pressure gauges and the contactors health and safety plan, and reviewing information for the installation of a new sludge transfer pump at the LTF.

Work Order 2

Included the electrical and mechanical disconnection and relocation and reconnection of landfill gas blowers for Skid 2 to Skid 3 and installing new v belts.

Work Order 3

Included Bensin trouble shooting instrument display and flow meter problems and dismantling/ cleaning the air stripper inlet flow screen.

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

Work Order 4

Included repair work on the ground water transmission line which transports water from the recovery wells to the GWTF. Work entailed Bensin removing some concrete and the Bilco door in a valve vault, removing the back pressure sustaining valve and replacing same with a new valve, new Bilco door and concrete.

Work Order 5

This work includes the installation of a new flow meter at Recovery well 1 and repair of the inoperable LED displays on the control panel. In addition acid waste from the existing storage tanks will be disposed of.

LKB respectfully requests that $20,000.00 be appropriated, for contract number PWC 31 – 16 for some of the work performed.

We appreciate the opportunity to serve the Town on this project. Should you have any questions regarding this matter please contact our office.

Very truly yours,
LOCKWOOD, KESSLER & BARTLETT, INC.

Paul Lappano, PE., BCEE,LEED AP
Vice President of Environmental Services

CC M Russo

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

Reviewed By
Office of Town Attorney

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, request that D & B Engineers and Architects, P.C., Cashin Associates, P.C., LiRo Engineers, Inc., and Lockwood, Kessler & Bartlett, Inc., be authorized to provide on-call engineering services in connection with Contract No. PWC 31-16, On-Call Engineering Services Relative to Solid Waste Disposal Complex, for a two-year term contract, from January 1, 2016 through December 31, 2017; and

WHEREAS, D & B Engineers and Architects, P.C., Cashin Associates, P.C., LiRo Engineers, Inc., and Lockwood, Kessler & Bartlett, Inc., 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, and D & B Engineers and Architects, P.C., Cashin Associates, P.C., LiRo Engineers, Inc., and Lockwood, Kessler & Bartlett, Inc., are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC 31-16, On-Call Engineering Services Relative to Solid Waste Disposal Complex, for a two-year term contract, 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 authorized 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

Meeting of December 13, 2016 Resolution No. 698-2016

WHEREAS, Resolution No. 735-2015, adopted on December 15, 2015, authorized Lockwood, Kessler & Bartlett, Inc., to provide On-Call Engineering Services in connection with Contract No. PWC 29-16, On-Call Engineering Services Relative to Oversight of Groundwater Treatment Facility; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated November 28, 2016, requested Town Board authorization for Lockwood, Kessler & Bartlett, Inc., to provide engineering services including continuation of services for the 2016 annual monitoring program, and further requested that the Comptroller issue an encumbrance order in an amount not to exceed $19,500.00 under Contract No. PWC 29-16, with funds to be drawn from Account No. DER SR 05 8160 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and the Town Board authorizes Lockwood, Kessler & Bartlett, Inc., to proceed with the abovementioned project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed $19,500.00 under Contract No. PWC 29-16, with the funds for said payment to be drawn from Account No. DER SR 05 8160 44800 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)
Public Works
Environmental Resources

47

698

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 28, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
CONTRACT NO. PWC 29-16
OVERSIGHT OF THE GROUNDWATER TREATMENT FACILITY
ACCOUNT NO.: DER SR 05 8160 44800 000 0000

The consultant, Lockwood, Kessler & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 29-16 by Resolution No. 735-2015 for the subject project.

At the request of the Department of Environmental Resources, attached is a letter dated November 21, 2016 from Lockwood, Kessler & Bartlett, Inc. regarding the scope of work to be performed in an amount not to exceed $19,500.00. Services to be performed include continuation of services to the 2016 annual monitoring program.

Attached is an availability of funds in the amount of $19,500.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DER SR 05 8160 44800 000 0000.

It is hereby requested that the Town Board authorize by Resolution Lockwood, Kessler & Bartlett, Inc. under Contract No. PWC 29-16, On-Call Engineering Services Relative to Oversight of the Groundwater Treatment Facility and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/SC/dm

Attachment

cc: Office of the Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathy Stefanich, Administrative Division/DPW
Neil Bergin, Commissioner/Environmental
Joseph Pinto, Councilman

PWC 29-16 - LKB - ON-CALL REQUEST_19,500.00

Sunita

TOWN OF OYSTER BAY
Inter-Departmental Memo

NOVEMBER 22, 2016

To: ROBERT S. DARIENZO, DIRECTOR OF FINANCE

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

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Subject: **REQUEST FOR AVAILABILITY OF FUNDS**
CONTRACT NO PWC 29-16
LOCKWOOD, KESSLER & BARTLETT
OVERSIGHT OF THE GROUNDWATER TREATMENT FACILITY

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
ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Richard T. Betz
RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm
Attachments

PWC 29-16 $19,500.00 LKB MR.DOCX

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 21, 2016

TO : NEIL BERGIN, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

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

RICHARD T. BETZ
COMMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC29-16
ON-CALL OVERSIGHT OF THE GROUNDWATER TREATMENT FACILITY
LOCKWOOD, KESSLER & BARTLETT, INC

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of $19,500.00.

Funds are required for continuation of 2016 oversight services, as per the attached letter from Lockwood, Kessler & Bartlett, Inc. dated November 21, 2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of $19,500.00 and Resolution No. 735-2015 authorizing Lockwood, Kessler & Bartlett, Inc. for on-call services.

If you have any questions, please contact Matthew Russo, P.E., Division of Engineering, at extension 5719.

Elizabeth L Maccarone

ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

VERIFIED:

Diane I. Marx

DIANE I. MARX
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR/dm

C: Kathleen Stefanich, Administration/DPW

PWC29-16 LKB DER 2016 C FUNDS

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

Requesting Division/Department ENVIRONMENTAL RESOURCES

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

Contract Number PWC29-16

Contract Period JANUARY 1, 2016 - DECEMBER 31, 2017

Consultant/Contractor LOCKWOOD, KESSLER & BARTLETT, INC.

Discipline OVERSIGHT OF GROUNDWATER TREATMENT FACILITY

Total Authorization $271,500

Resolution No. 735-2015 Date 12/15/2015

Funded To Date $252,000

Amount Requested $19,500.00

Account To Be Used DERSR058160 44800 000 0000

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.

CONTINUATION OF SERVICES TO THE 2016 ANNUAL MONITORING PROGRAM

Work To Be Completed In Contract Period: *Yes* [X] *No* [ ]

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

Required Insurances Are In Effect: *Yes* [X] *No* [ ]

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

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

Amount of Bond $

Requesting Division/Department	DPW Approval Only To Be Executed By The Commissioner
Signature	Signature
Title Commissioner	Title Commissioner of Public Works
Date 11-22-16	Date 11/22/16

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 19,500.00

Unemcumbered Balance 177,796.37

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

Signature Date 11/25/16

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. PWC29-16 Contract End 12/31/2016

Commencement Date JANUARY 1, 2016

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

Vendor Name and Address

LOCKWOOD, KESSLER & BARTLETT, INC.

1 AERIAL WAY

SYOSSET, NEW YORK 11791

Requesting Town Department ENVIRONMENTAL RESOURCES

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

CONTINUATION OF SERVICES FOR THE 2016 ANNUAL MONITORING PROGRAM

This work order shall not exceed $ 19,500.00

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

Requesting Division/Department

Signature

Title

Date 11.22.16

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

Commissioner of Public Works

Date 11/22/16

November 21, 2016
LKB # 2016-0013

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

Attn: Elizabeth L. Maccarone, Deputy Commissioner
Department of Public Works, Engineering Division

Re: TOB Contract No. PWC 29-16, Operation and Oversight of the Groundwater Treatment Facility, services beyond October 1, 2016

Dear Deputy Commissioner Maccarone:

Lockwood Kessler and Bartlett, Inc. (LKB) was authorized under Town Board Resolution Number 735-2015, dated December 15, 2015, to provide operation and oversight of the groundwater treatment facility for a two-year period from January 1, 2016 through December 31, 2017.

The NYSDEC and Town finalized the Stipulation Agreement and that the NYSDEC's contractor (currently HDR) began operating the facility after October 1, 2016. Consequently, after October 1, 2016 many of the services provided by LKB under this contract will no longer be required by the Town. However, the following services will be required after October 1, 2016 and prior to December 31, 2016 including:

1. Finalizing the Third Quarter 2016 RAP report.
2. Reviewing the RTP 2016 summary report, perimeter landfill gas report, and vent stack test report.

In addition, LKB will also prepare the semiannual compliance report for the leachate treatment facility, for submission to the Nassau County Department of Public Works.

LKB estimates the fee to provide engineering services related to the work noted above to be $19,500.00. Therefore, LKB respectfully requests that $19,500.00 be appropriated for Contract Number PWC 29-16 to cover our continued services discussed above from October 1, 2016 to December 31, 2016.

We appreciate the opportunity to serve the Town on this project. Should you have any questions regarding this matter please contact our office.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.

Paul Lappano, PE, BCEE, LEED AP
Vice President of Environmental Services
C.C. M. Russo, Town of Oyster Bay

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, request that D & B Engineers and Architects, P.C., Holzmacher, McLendon & Murrell, P.C., and Lockwood, Kessler & Bartlett, Inc., be authorized to provide on-call engineering service in connection with Contract No. PWC 29-16, On-Call Engineering Service Relative to Oversight of Groundwater Treatment Facility for a two-year term contract, from January 1, 2016 through December 31, 2017; and

WHEREAS, D & B Engineers and Architects, P.C., Holzmacher, McLendon & Murrell, P.C., and Lockwood, Kessler & Bartlett, Inc., 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, and D & B Engineers and Architects, P.C., Holzmacher, McLendon & Murrell, P.C. and Lockwood, Kessler & Bartlett, Inc., are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC 29-16, On-Call Engineering Services Relative to Oversight of Groundwater Treatment Facility for a two-year term contract, 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.

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)
Public Works

Meeting of December 13, 2016 Resolution No. 700-2016

Reviewed By
Office of Town Attorney

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 10th day of January, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO CREATE A PREMIUM PARKING PROGRAM IN THE TOWN OF OYSTER BAY"; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Highway
Town Clerk
DT

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : December 8, 2016

SUBJECT: Proposed Local law entitled:
"A LOCAL LAW TO CREATE A PREMIUM PARKING PROGRAM IN THE TOWN OF OYSTER BAY."
Supplemental Memo to Docket Item #48, Docket of November 29, 2016

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

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

Kindly place this matter on the Town Board Action calendar.

LEONARD GENOVA
TOWN ATTORNEY

Thomas M. Sabellico
Special Counsel

TMS:st
Enclosures
cc: Town Attorney (w/10 copies)
S:\Attorney\LOCAL LAWS\Premium Parking\MD.docx

Reviewed By
Office of Town Attorney

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 10th day of January, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO CREATE A PREMIUM PARKING PROGRAM IN THE TOWN OF OYSTER BAY"; and be it further

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

-#-

Reviewed By
Office of Town Attorney

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 10th day of January, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the matter set forth hereinafter: PROPOSED LOCAL LAW, entitled "A LOCAL LAW TO CREATE A PREMIUM PARKING PROGRAM IN THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: December 13, 2016, Oyster Bay, New York.

NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET
ALBANY, NY 12231

Local Law Filing

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

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

Town of Oyster Bay

Local Law No. _____ **of the year** 2017

A local law entitled "A LOCAL LAW TO AMEND THE TOWN CODE OF THE TOWN OF OYSTER BAY, CHAPTER 233, MOTOR VEHICLES AND TRAFFIC, CREATING A PREMIUM PARKING PROGRAM."

Be it enacted by the Town Board **of the**

Town of Oyster Bay as follows:

Legislative Findings. The Highway Department has determined that there exists a demand for reserved parking at the parking lots owned by the Town of Oyster Bay located in Massapequa, Bethpage, Hicksville and Syosset. It has also been determined that a Premium Parking Program will provide revenue to the Town of Oyster Bay. Accordingly, Chapter 233 of the Town Code of the Town of Oyster Bay, entitled "Motor Vehicles and Traffic", needs to be amended.

Section 1.

Chapter 233, Motor Vehicles and Traffic, of the Town Code of the Town of Oyster Bay, is hereby amended as follows:

AMEND Sec. 17-96. Definitions, to read as follows:

Section 17-96. Definitions.

As used in this division, the following terms shall have the meanings ascribed to them:

Operator shall mean and include every individual who shall operate a vehicle as the owner thereof or as the agent, employee or permitee of the owner.

Parking fields shall mean any public parking field located within and under the jurisdiction of the Town of Oyster Bay Public Parking District in the town.

Premium Parking shall refer to those parking spaces that have been designated by the Town Board as being available only to those persons possessing a valid premium parking permit as provided for in Section 17-101(A) herein.

Restricted parking areas are those parking fields or areas where no vehicle shall park unless said vehicle bears a proper town parking permit and sticker as defined by section 17-100 herein.

Vehicle shall mean any vehicle by which any person or property may be transported upon a highway, except those operated upon rails or tracks. (Ord. of 1-31-61, Sec. 2; Res. of 4-27-76)

AMEND Sec. 17-100. Permit and sticker required for restricted parking areas; display of sticker, to read as follows:

Sec. 17-100. Permit and sticker required for restricted parking areas; display of sticker. No vehicle shall be parked or permitted to stand in any of the restricted parking areas or premium parking spaces unless the respective proper permit and sticker, bearing the number of the permit and the period for which the same shall be issued, has been obtained for the vehicle from the town clerk or, in the case of a premium parking permit, from the Department of Highways, and the sticker is affixed and conspicuously displayed on the rear of the vehicle, as directed by the town clerk or the Department of Highways, as the case might be. For permits issued pursuant to Section 17-101 or 17-102, the town clerk is authorized, three (3) months prior to the commencement of a permit year or permit period, to issue a permit and sticker for said permit year or permit period, which permit and sticker may be validly used during said three-month period and through the ensuing permit year or permit period. For premium parking permits issued pursuant to Section 17-101A, the Department of Highways is authorized, three (3) months prior to the commencement of a premium parking permit period, to issue a premium parking permit and sticker for said premium parking permit period, which permit and sticker may be validly used during the six (6) month effective period established by Section 17-101A(1).

ADD Sec. 17-101A. Premium Parking; premium parking permit issuance; penalties, to read as follows:

Sec. 17-101A. Premium Parking; premium parking permit issuance; penalties

(1) All persons possessing a valid permit issued pursuant to Section 17-101 or 17-102 hereof may apply for a premium parking permit, which permit shall be valid for a six-month period from the effective date of such permit.
    a. Premium parking permits issued pursuant to this Section shall be effective from February 1 through July 31 and from August 1 through January 31 of the year following its issuance.

(2) Premium parking permits shall be issued according to a lottery drawing to be administered through the Department of Highways. The submission of an application for a premium parking permit shall not guarantee that the applicant will be issued a premium parking permit.
    a. Any holder of a premium parking permit that is due to expire as provided herein may re-apply for such permit. The holder of a premium parking permit shall not acquire any interest in said permit or in any premium parking space(s), and renewal of the permit is not guaranteed.

(3) The Town Board may designate, by resolution, certain parking spaces within any of the Town parking fields and facilities as being reserved for premium parking holders, to the exclusion of all other parking permit holders.

(4) The fee for a premium parking permit shall be $100 per month, payable in advance in six (6) month increments. From time to time, the Department of Highways shall review and recommend to the Town Board modifications to this fee.

(5) The owner of any vehicle that occupies a premium parking space without having been issued a premium parking permit shall be guilty of a violation and shall be fined, for a first offense, the sum of $100.00; for a second offense, the sum of $200.00; and for a

third offense, the sum of $500.00.

DELETE Sec. 17-109. Penalty for violation of division.

AMEND Sec. 17-110. Enforcement of division: Complaints; impoundment of vehicle, to read as follows:

Sec. 17-110. Enforcement of division: Complaints; impoundment of vehicle. In addition to any other penalties provided for in this division, it shall be the duty of each traffic patrolman, or such other officer, as shall be so instructed by the county police department, in his beat or district, to take the number of any meter at which any vehicle is overparked, as provided in this division and the state vehicle tag number of such vehicle, and make a complaint therefor in the District Court, First District , Mineola, New York together with the length of time during which the vehicle is parked in violation of any of the provisions of this division, as well as any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violations. In addition thereto, any vehicle parked in violation of any of the provisions of this division may be towed away and stored at the direction of either the town board, the Department of Public Safety, or the county police department, or any person authorized by the town board, for towing and storage for each day the vehicle is stored, the cost to be paid by the owner of the vehicle before the vehicle may be redeemed. Prior to towing and storing any vehicle as herein specified, it shall be the duty of the town board, or person directing the towing and storage to notify the county police precinct having jurisdiction over the parking field from which the vehicle is to be towed, that such vehicle will be towed, by whom it will be towed and where the vehicle will be stored.

Secton 2. SEQRA Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(20) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Section 3. Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Effective Date. This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

Final adoption by local legislative body only.

Final adoption by local legislative body only.

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2017 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2017, in accordance with the applicable provisions of law.

_____
Clerk of the Town of Oyster Bay

(Seal) Date: _____, 2017

(Certification to be executed by Town Attorney).

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

_____
Signature
Town Attorney
Title

Town of Oyster Bay

Date: _____ 2017

S:\Attorney\LOCAL LAWS\Premium Parking\LL.docx

Reviewed By
Office of Town Attorney

48

700

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 28, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: PREMIUM PARKING
WITHIN THE TOWN OF OYSTER BAY
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum to the Docket Committee at the next docket meeting. I therefore, recommend and request that a space be reserved at the next Town Board meeting on December 13, 2016

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/jpb

c: Town Attorney (10 copies)
Christine Wiss, Deputy Comptroller
John Bishop, Acting Commissioner/HWY
Marta Kane, Public Information
Joe Pinto, Councilman

Meeting of December 13, 2016 Resolution No. 701-2016

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memoranda dated November 28, 2016 and December 5, 2016, has advised that Sidney B. Bowne & Son, LLP, has made a final inspection of the work performed under Contract No. H15-125, Construction of Drainage Improvements for Division Avenue Located in Massapequa, and has certified that the Contractor, ADJO Contracting Corp., 207 Knickerbocker Avenue, Bohemia, NY 11716, has complied with all of the requirements of the Contract, and said Commissioner of the Department of Public Works concurs with Sidney B. Bowne & Son, LLP, that this contract be accepted as having been completed, and that final payment be made to the Contractor; and

WHEREAS, during the Construction Phase of Contract No. H15-125, it was found necessary to decrease a certain item, for a total net decrease of $127,219.66; and

WHEREAS, final construction costs were in the amount of $1,424,164.34; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, by memoranda dated November 14, 2016 and November 9, 2016, respectively, have stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this contract; and

WHEREAS, the Department Highways, by memorandum dated November 9, 2016, concurs with the recommendation of final acceptance for this project,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. H15-125 is hereby accepted as being complete, at a final construction cost of $1,424,164.34, and the Comptroller is hereby authorized and directed to make final payment for same, in accordance with the applicable terms and provisions of the contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the decrease in quantity relative to the Construction Phase of Contract No. H15-125, for a net decrease of $127,219.66, is hereby accepted.

-#-

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)
Public Works
Highway
General Services

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701

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 28, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ACCEPTANCE & FINAL PAYMENT
CONSTRUCTION OF DRAINAGE IMPROVEMENTS
FOR DIVISION AVENUE, MASSAPEQUA
CONTRACT NO.: H15-125
SUPPLEMENTAL MEMO TO FOLLOW

At this time the Division of Engineering is compiling the necessary paperwork relative to final acceptance for Contract No. H15-125, Construction of Drainage Improvements for Division Avenue, Massapequa.

A formal request will be provided in a Supplemental Docket Memorandum to the Docket Committee at the next meeting. I, therefore, recommend and request that a space be reserved at the next Town Board meeting on December 13, 2016.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/HAS/dz

cc: Leonard Genova, Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Eric Tuman, Commissioner/General Services
Kathrine Stefanich, DPW Administration
John Bishop, Acting Commissioner/Highways

H15-125 DOCKET RESERVE SPACE FOR DECEMBER 13

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DECEMBER 5, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENT DOCKET MEMO TO ITEM 49
DOCKET OF NOVEMBER 29, 2016
QUANTITY INCREASE/DECREASE, FINAL ACCEPTANCE & FINAL PAYMENT
CONSTRUCTION OF DRAINAGE IMPROVEMENTS
FOR DIVISION AVENUE
LOCATED IN MASSAPEQUA
CONTRACT NO.: H15-125

In furtherance to Item No. 49 of the docket of November 29, 2016, attached is a letter, with backup, from Sidney B. Bowne & Son, LLP, dated October 28, 2016 concerning increases/decreases in quantities with a total net decrease in the amount of $127,219.66 quantity increases and decreases are explained by the consultant in this correspondence and further described as per the attached tabulation.

Also attached herewith are:

1. A letter dated October 28, 2016 from Sidney B. Bowne & Son, LLP, recommending final acceptance by the Town of Oyster Bay.

2. The consultant's final engineer's certificate dated October 17, 2016.

3. A statement from the Town Attorney's office indicating that there are no legal hindrances.

4. A statement from the Town Comptroller indicating that there are no financial hindrances which would delay the acceptance of this contract.

5. A statement from the Highway Department concurs with final acceptance.

Work under this contract was directed to proceed as of November 4, 2015, to be completed within 120 calendar days on March 2, 2016. In accordance with a discontinuance and continuance of time issued for weather delays, the revised completion date became August 19, 2016. Due to the need to secure permits and procure the necessary materials for a bulkhead installation, an extension of time was granted to September 14, 2016 by Resolution 495-2016 on September 6, 2016. The Actual work was completed on September 14, 2016.

The Contractor was ADJO Contracting Corp. Final construction costs amount to $1,424,164.34

Therefore, it is requested that the Town Board authorize, by resolution, the above-mentioned Quantity Increase/Decrease, and this office hereby concurs with Sidney B. Bowne & Son, LLP that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/HAS/dz
Attachments

cc: Office of the Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Katherine Stefanich, DPW Administration
John Bishop / Department of Highways
Joseph G. Pinto, Councilman

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 14, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ACCEPTANCE & FINAL PAYMENT
CONSTRUCTION OF DRAINAGE IMPROVEMENTS
FOR DIVISION AVENUE, MASSAPEQUA
CONTRACT NO.: H15-125
SUPPLEMENTAL MEMO TO FOLLOW

At this time the Division of Engineering is compiling the necessary paperwork relative to final acceptance for Contract No. H15-125, Construction of Drainage Improvements for Division Avenue, Massapequa.

A formal request will be provided in a Supplemental Docket Memorandum to the Docket Committee at the next meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on November 29, 2016.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/HAS/dz

cc: Leonard Genova, Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathrine Stefanich, DPW Administration
John Bishop, Department of Highway

H15-125 Docket Reserve Space for November 15, 2016

BOWNE
AE&T
GROUP
Where
Experience
Empowers
Vision

Sidney B. Bowne
& Son, LLP
225 East Jericho Turnpike
PO Box 109
Mineola, NY 11501
Phone: 516-746-2350
Fax: 516-747-1396
www.bownegroup.com

October 28, 2016

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

Re: Construction of Drainage Improvements for
Division Avenue, Located in Massapequa, N.Y.
Contract No. H15-125 (P.W. 26-15)
Final Report: Contractor's Extension of Time, Quantity Increase/Decrease,
Contractor's Final Acceptance

Dear Sir:

The directed start date for this project was November 4, 2015 and the originally scheduled completion date was March 2, 2016. Construction of this project commenced on November 4, 2015 and was substantially completed by September 14, 2016. Because this contract was an emergency drainage project, the Town previously granted the Contractor several requests for discontinuance of contract time due to winter weather. The first discontinuance period was for eighty-eight (88) calendar days from (November 5, 2015 until January 31, 2016). There were three more discontinuance periods from (February 9, 2016 to February16, 2016) and from (March 19, 2016 to March 27, 2016) when snow and high tides again halted further progress. The revised completion date due to these discontinuance periods is June 15, 2016. Work was discontinued again from May 27, 2016 to August 1, 2016 while bulkhead details and sections were prepared for the reconstruction of the existing bulkhead at Forest Avenue. The revised completion due to this stoppage is August 19, 2016.

An extension of time was also requested by the contractor and approved by the Town while the DEC reviewed and approved additional details and sections for the incorporation of the reconstruction of the existing bulkhead at the outfall pipe on Forest Avenue. The revised completion date due to this extension is September 14, 2016.

The total amount bid for the project was $1,551,384.00. An additional amount of $77,569.20 was reserved for contingencies. During construction, it was found necessary to increase and/or decrease the quantities of some items of work in the contract. These increases and/or decreases are addressed by Notification No. 1 that reflects a net decrease of $127,219.66. The final construction cost is $1,424,164.34. Notification No. 1 was previously forwarded under separatecover for Town Board approval.

A final inspection of the project has been performed by this office and representatives of the Town. All corrective work has been completed and has been found to be satisfactory as of September 14, 2016. We hereby recommend final acceptance of the project. Final certification for this contract was forwarded under separate cover.

Sincerely,

Frank J. Antetomaso, P.E,
Partner
FJA:KM:tbm

attach:

T:\Town\Oyster Bay\00072.03-Con-DivisionDrainage,Mass-MERGED_WITH_00072.01_General\Doc\final report-10-28-16 rev 11-21-1.docx

FINAL ACCEPTANCE

TOWN OF OYSTER BAY
NASSAU COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS

CONTRACT NO: H15-125 DATE: October 28, 2016

PROJECT NAME: Construction of Drainage Improvements for Division Avenue Located in Massapequa, N.Y.

CONTRACTOR: ADJO Contracting Corp.

ADDRESS: 207 Knickerbocker Avenue, Bohemia, NY 11716

BID DATE: June 24, 2015

CONTRACTOR DIRECTED TO PROCEED WITH WORK ON: November 4, 2015

ACTUAL STARTING DATE: November 4, 2015

WORK TO BE COMPLETED WITHIN 120 calendar days

ORIGINAL CONTRACT DATE OF COMPLETION: March 2, 2016

ACTUAL DATE WORK WAS COMPLETED: September 14, 2016

EXTENSIONS REQUESTED: (1 @ twenty-six (26) CD; (5) Discontinuances totaling 170) CALENDAR DAYS

EXTENSIONS GRANTED (1 @ Twenty-six (26); (5) Discontinuances Totaling 170 CD)

CONTRACT DATE OF COMPLETION WITH EXTENSIONS: September 14, 2016

CONTRACT BID PRICE	$	1,551,384.00
RESERVE FOR POTENTIAL QUANTITY INCREASES	$	77,569.20
SUBTOTAL	$	1,628,953.20
AUTHORIZED MAXIMUM COST OF CHANGE ORDERS AND QUANTITY INCREASE/DECREASES (includes Notification # 1 Pending) (* Decrease)	$	(127,219.66)
TOTAL FUNDS ALLOCATED FOR PROJECT	$	1,501,733.54
FINAL CONSTRUCTION COST	$	1,424,164.34

RECOMMENDED FOR ACCEPTANCE _____

Engineer in Charge
Consulting Engineers
Sidney B. Bowne & Son, LLP

*	Notification No. 1 Quantity (Decrease) T.B.R. Pending	$	(127,219.66)
*	Net Change (Decrease)	$	(127,219.66)

SIDNEY B. BOWNE & SON
CONSULTING ENGINEERS

235 East Jericho Turnpike
Mineola, New York 11501

Contract Number: H15-125
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: September, 2016

Contractor: ADJO CONRACTING Corp.

Item No.: As Listed Below

Resident Representative: Raymond Barrett

Authorized Change: QUANTITY INCREASES AND DECREASES

DECREASES:

During construction some contract unit quantities were not required and some quantities were not expended up to the full estimated quantity shown in the proposal. The quantities shown in the proposal are only approximate. Some final quantities are substantially less due to the prudent saving of existing infrastructure wherever possible.

Some items are included as contingencies and are only to be used if required by conditions encountered during construction. Actual field conditions encountered during construction did not necessitate the use of some of these items.

The final quantities submitted for payment are based on actual field measurements of the final work installed, measured and accepted in accordance with the plans, specifications and the directions of the Engineer.

These decreases are summarized as follows:

ITEM: 2B	Alteration of Trench Depth									
	Decrease estimated quantity from			200	LF	to	0.00	LF		
	Decrease in cost of	(200)	LF	@ Unit Price Bid of			$15.00	=	$	(3,000.00)
ITEM: 4B-P	Remove Existing Pipe									
	Decrease estimated quantity from			350	LF	to	203.00	LF		
	Decrease in cost of	(147.00)	LF	@ Unit Price Bid of			$3.00	=	$	(441.00)
ITEM: 4D	Bituminous Concrete Saw Cut									
	Decrease estimated quantity from			4,000	LF	to	3,798.00	LF		
	Decrease in cost of	(202.00)	LF	@ Unit Price Bid of			$2.50	=	$	(505.00)
ITEM: 4E-1	Full Depth Saw Cut of Cement Concrete Sidewalk and/or Driveway									
	Decrease estimated quantity from			100	LF	to	77.00	LF		
	Decrease in cost of	(23.00)	LF	@ Unit Price Bid of			$2.00	=	$	(46.00)
*** ITEM: 5T**	Trench Borrow Fill									
	Decrease estimated quantity from			500	CY	to	432.61	CY		
	Decrease in cost of	(67.39)	CY	@ Unit Price Bid of			$36.00	=	$	(2,426.04)
ITEM: 12B-14 PVC-P	Furnish and Lay 14" Diameter PVC Pressure Pipe (DR 25)									
	Decrease estimated quantity from			200	LF	to	176.41	LF		
	Decrease in cost of	(23.59)	LF	@ Unit Price Bid of			$156.00	=	$	(3,680.04)
ITEM: 12B-18 PVC-P	Furnish and Lay 18" Diameter PVC Pressure Pipe (DR 25)									
	Decrease estimated quantity from			170	LF	to	138.83	LF		
	Decrease in cost of	(31.17)	LF	@ Unit Price Bid of			$171.00	=	$	(5,330.07)

SIDNEY B. BOWNE & SON
CONSULTING ENGINEERS

235 East Jericho Turnpike
Mineola, New York 11501

Contract Number: H15-125
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: September, 2016

Contractor: ADJO CONRACTING Corp.

Item No.: As Listed Below

Resident Representative: Raymond Barrett

Authorized Change: QUANTITY INCREASES AND DECREASES

ITEM: 12B-24 PVC-P	Furnish and Lay 24" Diameter PVC Pressure Pipe (DR 25)									
	Decrease estimated quantity from			925	LF	to	848.75	LF		
	Decrease in cost of	(76.25)	LF	@ Unit Price Bid of			$195.00	=	$	(14,868.75)
ITEM: 12B-30 PVC-P	Furnish and Lay 30" Diameter PVC Pressure Pipe (DR 25)									
	Decrease estimated quantity from			1,000	LF	to	996.40	LF		
	Decrease in cost of	(3.60)	LF	@ Unit Price Bid of			$223.00	=	$	(802.80)
*** ITEM: 16M-A**	Furnish and Install New Manhole casting									
	Decrease estimated quantity from			2	EA	to	0	EA		
	Decrease in cost of	(2)	EA	@ Unit Price Bid of			$850.00	=	$	(1,700.00)
ITEM: 16-1	Change Elevation of Manhole Casting - Minor Adjustment									
	Decrease estimated quantity from			18	EA	to	11	EA		
	Decrease in cost of	(7)	EA	@ Unit Price Bid of			$535.00	=	$	(3,745.00)
*** ITEM: 17-AC**	Concrete Masonry, Contingency, Class A Concrete									
	Decrease estimated quantity from			5	CY	to	0.00	CY		
	Decrease in cost of	(5)	CY	@ Unit Price Bid of			$535.00	=	$	(2,675.00)
ITEM: 26-CG	Integral Cement Concrete Curb and Gutter									
	Decrease estimated quantity from			325	LF	to	282.00	LF		
	Decrease in cost of	(43.00)	LF	@ Unit Price Bid of			$56.00	=	$	(2,408.00)
ITEM: 27	Cement Concrete Sidewalk and Ramps (5" Thick)									
	Decrease estimated quantity from			1,000	SF	to	986.61	SF		
	Decrease in cost of	(13.39)	SF	@ Unit Price Bid of			$16.00	=	$	(214.24)
ITEM: 28	Reinforced Cement Concrete Driveways and Driveway Aprons (7" Thick)									
	Decrease estimated quantity from			465	SF	to	0.00	SF		
	Decrease in cost of	(465.00)	SF	@ Unit Price Bid of			$17.00	=	$	(7,905.00)
ITEM: 50V	Vinyl-Clad Chain Link Fence, 4 ft High, Black									
	Decrease estimated quantity from			100	LF	to	63.16	LF		
	Decrease in cost of	(36.84)	LF	@ Unit Price Bid of			$69.00	=	$	(2,541.96)
ITEM: 61	Changing Elevations of House Service Connections to Water Mains									
	Decrease estimated quantity from			25	Ea	to	3.00	Ea		
	Decrease in cost of	(22)	Ea	@ Unit Price Bid of			$1,280.00	=	$	(28,160.00)

SIDNEY B. BOWNE & SON
CONSULTING ENGINEERS

235 East Jericho Turnpike
Mineola, New York 11501

Contract Number: H15-125
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: September, 2016

Contractor: ADJO CONRACTING Corp.

Item No.: As Listed Below

Resident Representative: Raymond Barrett

Authorized Change: QUANTITY INCREASES AND DECREASES

ITEM: 61S Changing Elevation of Sanitary Sewer House Connection (Minor Modification)
Decrease estimated quantity from 12 Ea to 5.00 Ea
Decrease in cost of (7) Ea @ Unit Price Bid of $1,600.00 = $ (11,200.00)

*** ITEM: 61S-R** Changing Elevation of Sanitary Sewer House Connection (Modify Riser)
Decrease estimated quantity from 4 Ea to 0.00 Ea
Decrease in cost of (4) Ea @ Unit Price Bid of $1,300.00 = $ (5,200.00)

ITEM: 99F Water Main Fittings
Decrease estimated quantity from 9,240 LBS to 4,753.50 LBS
Decrease in cost of (4,486.50) LBS @ Unit Price Bid of $0.10 = $ (448.65)

ITEM: 362 Painting Castings
Decrease estimated quantity from 30 EA to 27 EA
Decrease in cost of (3) EA @ Unit Price Bid of $100.00 = $ (300.00)

ITEM: 375 Bituminous Tack Coat
Decrease estimated quantity from 8,700 Gal to 7,755.44 Gal
Decrease in cost of (944.56) Gal @ Unit Price Bid of $0.40 = $ (377.82)

*** ITEM: 387** Relocation of Water Main Valves
Decrease estimated quantity from 2 EA to 0.00 EA
Decrease in cost of (2) EA @ Unit Price Bid of $535.00 = $ (1,070.00)

ITEM: 396 Planting Sod, Supplied or Rehandled
Decrease estimated quantity from 200 SY to 104.80 SY
Decrease in cost of (95.20) SY @ Unit Price Bid of $45.00 = $ (4,284.00)

ITEM: 398S Dense Graded Aggregate Base Course
Decrease estimated quantity from 500 CY to 284.50 CY
Decrease in cost of (215.50) CY @ Unit Price Bid of $53.00 = $ (11,421.50)

ITEM: 503 Milling and Grinding
Decrease estimated quantity from 4,000 SY to 3,172.00 SY
Decrease in cost of (828) SY @ Unit Price Bid of $4.25 = $ (3,519.00)

ITEM: 504 Change Elevation of Water Service Box, Water Main Valve Box, Water Meter Pit, Sanitary Sewer Cleanout, Sprinkler Control Box or Traffic Signal Pullbox
Decrease estimated quantity from 20 EA to 0.00 EA
Decrease in cost of (20) EA @ Unit Price Bid of $150.00 = $ (3,000.00)

SIDNEY B. BOWNE & SON
CONSULTING ENGINEERS

235 East Jericho Turnpike
Mineola, New York 11501

Contract Number: H15-125
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: September, 2016

Contractor: ADJO CONRACTING Corp.

Item No.: As Listed Below

Resident Representative: Raymond Barrett

Authorized Change: QUANTITY INCREASES AND DECREASES

*** ITEM: 510** Remove and Replace or relocate Sprinkler System

Decrease estimated quantity from 100 LF to 55.00 LF

Decrease in cost of (45) EA @ Unit Price Bid of $15.00 = $ (675.00)

ITEM: 524 Asphalt Concrete, Type 1, Dense Base Course (4-1/2 " Thick)

Decrease estimated quantity from 800 Ton to 721.19 Ton

Decrease in cost of (78.81) Ton @ Unit Price Bid of $170.00 = $ (13,397.70)

ITEM: 600 Force Account Work

Decrease estimated quantity from 1 Job to 0.8024000 Job

Decrease in cost of (0.1976008) Job @ Unit Price Bid of $250,000.00 = $ (49,400.20)

TOTAL DECREASES: $ (184,742.77)

INCREASES:

ITEM 4B: Cement Concrete Structure Removal

Increase Contract quantity from 35 CY to 44.40 CY

Increase in cost of 9.40 CY @ Unit Price Bid of $38.00 = $ 357.20

Reason: The quantity given in the proposal is an estimate. The final quantity of Cement Concrete Removal submitted for payment is based on final field measurements of the actual number of cubic yards of Cement Concrete Structures required to be removed during construction due to actual conditions encountered during construction, measured and accepted in accordance with the plans, specifications and/or the directions of the Engineer.

ITEM 12B-48: Furnish and Lay 48" Diameter, Class IV Reinforced Concrete Pipe

Increase Contract quantity from 50 LF to 51.50 LF

Increase in cost of 1.50 LF @ Unit Price Bid of $1,450.00 = $ 2,175.00

Reason: The quantity given in the proposal is an estimate. The final quantity of 48" Dia. reinforced concrete pipe submitted for payment is based on final field measurements of 48" Reinforced Concrete Pipe installed, backfilled and compacted during construction, measured and accepted in accordance with the plans, specifications and/or the directions of the Engineer.

SIDNEY B. BOWNE & SON
CONSULTING ENGINEERS

235 East Jericho Turnpike
Mineola, New York 11501

Contract Number: H15-125
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: September, 2016

Contractor: ADJO CONRACTING Corp.

Item No.: As Listed Below

Resident Representative: Raymond Barrett

Authorized Change: QUANTITY INCREASES AND DECREASES

ITEM 15-3A-5: Manholes Type3 Alternate, 5-ft Diameter

Increase Contract quantity from			9	EA	to	11.00	EA			
Increase in cost of	2.00	EA	@	Unit Price Bid of		$3,900.00		=	$	7,800.00

Reason: The quantity given in the proposal is an estimate. Additional Manholes were ordered at the intersection of Harrison Street and Division due to a design change requested by the Town to avoid a conflict with an existing utility pole. The proposed drainage was re-routed on the S/W corner of Harrison and Davidson. The final quantity of 5' Type 3 Manholes submitted for payment is based on final field measurements of the actual number of 5' type 3 Manholes installed as required , measured and accepted in accordance with the plans, specifications and/or the directions of the Engineer.

ITEM: 36-2A-1 Bituminous Macadam Plant Mix, Type 2A, Paving Courses, Various Thicknesses and Mixes

Increase estimated quantity from			720	Ton	to	750.18	Ton			
Increase in cost of	30.18	Ton	@	Unit Price Bid of		$122.00		=	$	3,681.96

Reason: The quantity given in the proposal is an estimate. Additional ashalt was used to temporarily secure trenches during water main re-locations which required additional use of this item. The final quantity of bituminous asphashalt, Type 2A submitted for payment is based on final field measurements of the actual number of tons of ashalt installed as required , measured and accepted in accordance with the plans, specifications and/or the directions of the Engineer.

ITEM 99: Water Main Relocation, Various Diameters

Increase Contract quantity from			700	lf/"dia	to	1,109.60	lf/"dia			
Increase in cost of	409.60	lf/"dia	@	Unit Price Bid of		$102.00		=	$	41,779.20

Reason: The quantity given in the proposal is only an estimate. In accordance with the contract specifications, payment per linear foot of new water main re-locations is based upon linear feet of water mains per one (1) inch of nominal diameter of new water main pipe required to be installed. The quantity of 700 (lf/inch dia.), as bid did not account for the various nominal pipe diameters that were encountered and required to be re-located , therefore, the contract quantity, as bid was not sufficient , resulting in this increase. However, this increase is for the over-run of existing six (6) inch water main only, required to be relocated. Existing ten (10) inch and twelve (12) inch water mains also required relocation, but payment for the ten (10) and twelve (12) inch pipe relocations were made under a separate contract bid item 600 (Force Account). The final quantity of Water main Relocations submitted for payment is based on final field measurements of the actual number of linear foot of existing water mains relocated due to actual conditions encountered during construction, measured and accepted in accordance with the plans, specifications and/or the directions of the Engineer.

SIDNEY B. BOWNE & SON
CONSULTING ENGINEERS

235 East Jericho Turnpike
Mineola, New York 11501

Contract Number: H15-125
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: September, 2016

Contractor: ADJO CONRACTING Corp.

Item No.: As Listed Below

Resident Representative: Raymond Barrett

Authorized Change: QUANTITY INCREASES AND DECREASES

ITEM 366T: Thermoplastic Reflectorized Pavement Markings

Increase Contract quantity from 1,450 LF to 2,049.50 LF

Increase in cost of 599.50 LF @ Unit Price Bid of $2.50 = $ 1,498.75

Reason: The quantity given in the proposal is an estimate. The final quantity of Thermoplastic Reflectorized Pavement Markings submitted for payment is based on the final field measurements of Thermoplastic pavement Markings marked in the field, installed, measured and accepted in accordance with the plans, specifications and/or the directions of the Engineer.

ITEM: 500 Clean Existing Drainage System

Increase estimated quantity from 1,700 LF to 1,742.00 LF

Increase in cost of 42.00 LF @ Unit Price Bid of $5.50 = $ 231.00

Reason: The quantity given in the proposal is an estimate. The final quantity of Drainage systems Cleaned is based on final field measurements of existing drainage systems required to be cleaned,measured and accepted in accordance with the plans, specifications and/or the directions of the Engineer.

TOTAL INCREASES:	$ 57,523.11
TOTAL DECREASES:	$ (184,742.77)
NET CHANGE (This Notification):	$ (127,219.66)

SIDNEY B. BOWNE & SON
CONSULTING ENGINEERS

235 East Jericho Turnpike
Mineola, New York 11501

Contract Number: H15-125
QUANTITY INCREASE / DECREASE
NOTIFICATION NUMBER: 1
Dated: September, 2016

Contractor: ADJO CONRACTING Corp.

Item No.: As Listed Below

Resident Representative: Raymond Barrett

Authorized Change: QUANTITY INCREASES AND DECREASES

PROJECT SUMMARY:

Authorized Amount (Bid Amount):	**$ 1,551,384.00**
Reserve Amount:	**$ 77,569.20**
Total Authorized Funds:	**$ 1,628,953.20**
Authorized Changes:	
Notification No. 1 (Decrease)	**$ (127,219.66)**
Final Construction Cost:	**$ 1,501,733.54**
Additional funds Required (Net Decrease):	**$ (127,219.66)**

Recommended By:

Signed: Kevin Mansfield
SIDNEY B. BOWNE & SON

TOWN OF OYSTER BAY

Engineer's Certificate

DEPARTMENT OF PUBLIC WORKS
150 Miller Place Syosset, New York 11791

DATE: 10/12/2016

Contractor: ADJO CONTRACTING CORP.

Address: 207 KNICKERBOCKER AVENUE
BOHEMIA, N.Y. 11716

Engineer: SIDNEY B. BOWNE & SON, LLP

Address: 235 E. JERICHO TURNPIKE
P.O. BOX 109
MINEOLA, N.Y. 11501

Project Name:
CONSTRUCTION OF DRAINAGE IMPROVEMENTS FOR DIVISION AVENUE LOCATED IN MASSAPEQUA, NY
Bid No. PW 026-15

TOB Contract No.: H15-125

Estimate No.: 8 Final

Item No.	CONTRACT QUANTITY		Description	Total Bid Price	Work Performed To Date		
					Unit Price	Quantity	Amount
	0		*TBR Pending	$ -			
* 2B	~~200~~	LF	Alteration of Trench Depth	~~$ 3,000.00~~	$ 15.00	0	$ -
	44.4		*TBR Pending	$ 1,687.20			
4B	~~35~~	CY	Cement Concrete Structure Removal	~~$ 1,330.00~~	$ 38.00	44.4	$ 1,687.20
	203		*TBR Pending	$ 609.00			
4B-P	~~350~~	LF	Remove Existing Pipe	~~$ 1,050.00~~	$ 3.00	203	$ 609.00
	3798		*TBR Pending	$ 9,495.00			
4D	~~4,000~~	LF	Bituminous Concrete Saw Cut	~~$ 10,000.00~~	$ 2.50	3,798.00	$ 9,495.00
	77		*TBR Pending	$ 154.00			
4E-1	~~100~~	LF	Full Depth Saw Cut of Cement Concrete Sidewalk and/or Driveway	~~$ 200.00~~	$ 2.00	77	$ 154.00
	432.61		*TBR Pending	$ 15,573.96			
*5T	~~500~~	CY	Trench Borrow Fill	~~$ 18,000.00~~	$ 36.00	432.61	$ 15,573.96
	51.5		*TBR Pending	$ 74,675.00			
12B-48	~~50~~	LF	Furnish and Lay 48" Diameter, Class IV Reinforced Concrete Pipe	~~$ 72,500.00~~	$ 1,450.00	51.5	$ 74,675.00
	176.41		*TBR Pending	$ 27,519.96			
12B-14 PVC-P	~~200~~	LF	Furnish and Lay 14" Diameter PVC Pressure Pipe (DR 25)	~~$ 31,200.00~~	$ 156.00	176.41	$ 27,519.96
	138.83		*TBR Pending	$ 23,739.93			
12B-18 PVC-P	~~170~~	LF	Furnish and Lay 18" Diameter PVC Pressure Pipe (DR 25)	~~$ 29,070.00~~	$ 171.00	138.83	$ 23,739.93
	848.75		*TBR Pending	$ 165,506.25			
12B-24 PVC-P	~~925~~	LF	Furnish and Lay 24" Diameter PVC Pressure Pipe (DR 25)	~~$ 180,375.00~~	$ 195.00	848.75	$ 165,506.25
	996.4		*TBR Pending	$ 222,197.20			
12B-30 PVC-P	~~1,000~~	LF	Furnish and Lay 30" Diameter PVC Pressure Pipe (DR 25)	~~$ 223,000.00~~	$ 223.00	996.4	$ 222,197.20
13C	2	EA	Catch Basin, Type C	$ 15,400.00	$ 7,700.00	2	$ 15,400.00
13DX	2	EA	Catch Basin, Type DX	$ 11,600.00	$ 5,800.00	2	$ 11,600.00
15-3A-4	1	EA	Manholes, Type 3 Alternate, 4-ft Diameter	$ 3,200.00	$ 3,200.00	1	$ 3,200.00
	11		*TBR Pending	$ 42,900.00			
15-3A-5	9	EA	Manholes Type 3 Alternate, 5-ft. Diameter	~~$ 35,100.00~~	$ 3,900.00	11	$ 42,900.00
15-3A-6	6	EA	Manholes Type 3 Alternate, 6-ft. Diameter	$ 27,000.00	$ 4,500.00	6	$ 27,000.00
15-3A-8	1	EA	Manholes Type 3 Alternate, 8-ft. Diameter	$ 46,600.00	$ 46,600.00	1	$ 46,600.00

TOWN OF OYSTER BAY

Engineer's Certificate

DEPARTMENT OF PUBLIC WORKS
150 Miller Place Syosset, New York 11791

DATE: 10/17/2016

Contractor: ADJO CONTRACTING CORP.

Address: 207 KNICKERBOCKER AVENUE
BOHEMIA, N.Y. 11716

Project Name:
CONSTRUCTION OF DRAINAGE IMPROVEMENTS FOR DIVISION AVENUE LOCATED IN MASSAPEQUA, NY
Bid No. PW 026-15

Engineer: SIDNEY B. BOWNE & SON, LLP

TOB Contract No.: H15-125

Address: 235 E. JERICHO TURNPIKE
P.O. BOX 109
MINEOLA, N.Y. 11501

Estimate No.: 8 Final

Item No.	CONTRACT QUANTITY		Description	Total Bid Price	Work Performed To Date		
					Unit Price	Quantity	Amount
*16M-A	*TBR Pending ~~2~~ 0	EA	Furnish and Install New Manhole Casting	$ - ~~$ 1,700.00~~	$ 850.00	0	$ -
16-1	*TBR Pending ~~18~~ 11	EA	Change Elevation of Manhole Casting - Minor Adjustment	$ 5,885.00 ~~$ 9,630.00~~	$ 535.00	11	$ 5,885.00
*17-AC	*TBR Pending ~~5~~ 0	CY	Concrete Masonry, Contingency, Class A Concrete	$ - ~~$ 2,675.00~~	$ 535.00	0	$ -
26CG	*TBR Pending ~~325~~ 282	LF	Integral Cement Concrete Curb and Gutter	$ 15,792.00 ~~$ 18,200.00~~	$ 56.00	282	$ 15,792.00
27	*TBR Pending ~~1,000~~ 986.61	SF	Cement Concrete Sidewalks and Ramps (5" Thick)	$ 15,785.76 ~~$ 16,000.00~~	$ 16.00	986.61	$ 15,785.76
28	*TBR Pending ~~465~~ 0	SF	Reinforced Cement Concrete Driveways and Driveway Aprons (7" Thick)	$ - ~~$ 7,905.00~~	$ 17.00	0	$ -
36-2A-1	*TBR Pending ~~720~~ 750.18	TON	Bituminous Macadam Plant Mix, Type 2A, Paving Courses, Various Thicknesses and Mixes	$ 91,521.96 ~~$ 87,840.00~~	$ 122.00	750.18	$ 91,521.96
50V	*TBR Pending ~~100~~ 63.16	LF	Vinyl-Clad Chain Link Fence, 4 ft. High, Black	$ 4,358.04 ~~$ 6,000.00~~	$ 69.00	63.16	$ 4,358.04
61	*TBR Pending ~~25~~ 3	EA	Changing Elevations of House Service Connections to Water Mains	$ 3,840.00 ~~$ 32,000.00~~	$ 1,280.00	3	$ 3,840.00
61S	*TBR Pending ~~12~~ 5	EA	Change Elevation of Sanitary Sewer House Connection (Minor Modification)	$ 8,000.00 ~~$ 19,200.00~~	$ 1,600.00	5	$ 8,000.00
*61S-R	*TBR Pending 4 0	EA	Change Elevation of Sanitary Sewer House Connection (Modify Riser)	$ - ~~$ 5,200.00~~	$ 1,300.00	0	$ -
98		Job	Maintenance and Protection of Traffic	$ 33,500.00	$ 33,500.00	1	$ 33,500.00
99	*TBR Pending ~~700~~ 1109.6	lf/"dia	Water Main Relocation, Various Diameters	$ 113,179.20 ~~$ 71,400.00~~	$ 102.00	1,109.60	$ 113,179.20
99F	*TBR Pending ~~9,240~~ 4753.5	LBS	Water Main Fittings	$ 475.35 ~~$ 924.00~~	$ 0.10	4,753.50	$ 475.35

TOWN OF OYSTER BAY

Engineer's Certificate

DEPARTMENT OF PUBLIC WORKS
150 Miller Place Syosset, New York 11791

DATE: 10/17/2016

Contractor: ADJO CONTRACTING CORP.

Address: 207 KNICKERBOCKER AVENUE
BOHEMIA, N.Y. 11716

Project Name:
CONSTRUCTION OF DRAINAGE IMPROVEMENTS FOR DIVISION AVENUE LOCATED IN MASSAPEQUA, NY
Bid No. PW 026-15

Engineer: SIDNEY B. BOWNE & SON, LLP

TOB Contract No.: H15-125

Address: 235 E. JERICHO TURNPIKE
P.O. BOX 109
MINEOLA, N.Y. 11501

Estimate No.: 8 Final

Item No.	CONTRACT QUANTITY		Description	Total Bid Price	Work Performed To Date		
					Unit Price	Quantity	Amount
99-TB	3	CY	Install Concrete Thrust Blocks	$ 480.00	$ 160.00	3	$ 480.00
	27		**TBR Pending*	*$ 2,700.00*			
362	~~30~~	EA	Painting Castings	~~$ 3,000.00~~	$ 100.00	27	$ 2,700.00
	2049.5		**TBR Pending*	*$ 5,123.75*			
366T	~~1,450~~	LF	Thermoplastic Reflectorized Pavement Markings	~~$ 3,625.00~~	$ 2.50	2,049.50	$ 5,123.75
	7755.44		**TBR Pending*	*$ 3,102.18*			
375	~~8,700~~	SY	Bituminous Tack Coat	~~$ 3,480.00~~	$ 0.40	7,755.44	$ 3,102.18
380S	1	EA	Modification of Bulkhead Penetration	$ 20,000.00	$ 20,000.00	1	$ 20,000.00
386B	2	EA	Tree Removal over 12" Caliper Inclusive	$ 1,000.00	$ 500.00	2	$ 1,000.00
	0		**TBR Pending*	*$ -*			
*387	2	EA	Relocation of Water Main Valves	~~$ 1,070.00~~	$ 535.00	0	$ -
389X	100	LF	Box Beam Type Guide Rail	$ 12,800.00	$ 128.00	100	$ 12,800.00
393S	15	EA	Test Holes	$ 10,275.00	$ 685.00	15	$ 10,275.00
	104.8		**TBR Pending*	*$ 4,716.00*			
396	~~200~~	SY	Planting Sod, Supplied or Rehandled	~~$ 9,000.00~~	$ 45.00	104.8	$ 4,716.00
	284.5		**TBR Pending*	*$ 15,078.50*			
398S	~~500~~	CY	Dense Graded Aggregate Base Course	~~$ 26,500.00~~	$ 53.00	284.5	$ 15,078.50
	1742		**TBR Pending*	*$ 9,581.00*			
500	~~1,700~~	LF	Clean Existing Drainage System	~~$ 9,350.00~~	$ 5.50	1,742.00	$ 9,581.00
	3172		**TBR Pending*	*$ 13,481.00*			
503	~~4,000~~	SY	Milling and Grinding	~~$ 17,000.00~~	$ 4.25	3,172.00	$ 13,481.00
	0		**TBR Pending*	*$ -*			
504	~~20~~	EA	Change Elevation of Water Service Box, Water Main Valve Box, Water Meter Pit, SanitarySewer Cleanout, Sprinkler Control Box or Traffic Signal Pullbox	~~$ 3,000.00~~	$ 150.00	0	$ -
	55		**TBR Pending*	*$ 825.00*			
*510	~~100~~	LF	Remove and Replace or Relocate Sprinkler System	~~$ 1,500.00~~	$ 15.00	55	$ 825.00
	721.19		**TBR Pending*	*$ 122,602.30*			
524	800	TON	Asphalt Concrete, Type 1, Dense Base Course (4 1/2 " thick)	~~$ 136,000.00~~	$ 170.00	721.19	$ 122,602.30
540	3,000	LF	Cleaning, Filling and Sealing of Pavement Joints and Cracks	$ 7,500.00	$ 2.50	3,000.00	$ 7,500.00

TOWN OF OYSTER BAY

Engineer's Certificate

DEPARTMENT OF PUBLIC WORKS
150 Miller Place Syosset, New York 11791

DATE: 10/17/2016

Contractor: ADJO CONTRACTING CORP.

Address: 207 KNICKERBOCKER AVENUE
BOHEMIA, N.Y. 11716

Project Name: CONSTRUCTION OF DRAINAGE IMPROVEMENTS FOR DIVISION AVENUE LOCATED IN MASSAPEQUA, NY
Bid No. PW 026-15

Engineer: SIDNEY B. BOWNE & SON, LLP

TOB Contract No.: H15-125

Address: 235 E. JERICHO TURNPIKE
P.O. BOX 109
MINEOLA, N.Y. 11501

Estimate No.: 8 Final

Item No.	CONTRACT QUANTITY		Description	Total Bid Price	Work Performed To Date		
					Unit Price	Quantity	Amount
574	6	EA	Silt Protection for Surface Inlet Drainage Structures	$ 660.00	$ 110.00	6	$ 660.00
575	13	EA	Silt Protection for Curb Inlet Drainage Structures	$ 3,445.00	$ 265.00	13	$ 3,445.00
578-30	1	EA	Furnish and Install 30" Rubber In-Line Check Valve	$ 10,000.00	$ 10,000.00	1	$ 10,000.00
	0.80240		**TBR Pending*	*$ 200,599.80*			
*600	1	Job	Force Account Work	~~$ 250,000.00~~	$ 250,000.00	80.24%	$ 200,599.80
			SubTotals:	*$ 1,424,164.34* ~~$ 1,551,384.00~~			$ 1,424,164.34

*** Item 600 (Force Account Summary)**

a.) 12"dia. Water Main offset; 24.55 LF x 12"dia. = 294.60 LF/"dia
b.) 10"dia. Water Main offset; 84.78 LF x 10"dia = 847.80 LF/"dia
Total: 1,142.40 LF/"dia
x $ 102 LF/"dia
* Cost: (a + b) $ 116,524.80
c.) New Navy Style Bulkhead * Cost: c $ 84,075.00
Total Force Account (Item 600): $ 200,599.80

TOWN OF OYSTER BAY

Engineer's Certificate

DEPARTMENT OF PUBLIC WORKS
150 Miller Place Syosset, New York 11791

DATE: 10/17/2016

Contractor: ADJO CONTRACTING CORP.

Address: 207 KNICKERBOCKER AVENUE
BOHEMIA, N.Y. 11716

Project Name: CONSTRUCTION OF DRAINAGE IMPROVEMENTS FOR DIVISION AVENUE LOCATED IN MASSAPEQUA, NY
Bid No. PW 026-15

Engineer: SIDNEY B. BOWNE & SON, LLP

TOB Contract No.: H15-125

Address: 235 E. JERICHO TURNPIKE
P.O. BOX 109
MINEOLA, N.Y. 11501

Estimate No.: 8 Final

Item No.	CONTRACT QUANTITY		Description	Total Bid Price	Work Performed To Date		
					Unit Price	Quantity	Amount

		Total Contract Sum:	$ 1,551,384.00
Directed Starting Date	11/04/14	Net Change By Change Orders, Quantity Increase/Decreases:	
		Notification No. 1 (Decrease)	$ (127,219.66)
Actual Starting Date	11/04/15	Total Contract Sum To Date:	$ 1,424,164.34
Directed Completion Date	03/02/15	Grand Total (completed and Stored to Date):	$ 1,424,164.34
Extended Completion Date	06/15/16	Less 0 % Retained:	$ -
Actual Completion Date	09/14/16	Balance:	$ 1,424,164.34
The work covered by this estimate was performed prior to	09/14/16	Less Previous Claims:	$(1,297,159.40)
		Amount Of This Claim:	$ 127,004.94

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: ADJO CONTRACTING CORP.

Title: President - Joseph Bongiovi

State of: New York County of: Suffolk
Subscribed and sworn to before me this 12 day of Oct 20 16
Notary Public
My commission expires: 5/19/20

PHYLLIS FERRARO
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01FE6187293
COMM. EXP. MAY 19, 2020
COMMISSION IN SUFFOLK COUNTY

This is to certify that the work covered by this estimate has been performed in accordance with the contract drawings and construction specifications and payment is being made in accordance with the terms and conditions of this contract.

Recommended for payment by Engineer:

SIDNEY B. BOWNE & SON, LLP

Date: 11/3/16

Title: ENGINEER IN CHARGE

Town of Oyster Bay
Inter-Departmental Memo

TO : Richard T. Betz, Commissioner
Department of Public Works
Attention: Elizabeth L. Maccarone, Deputy Commissioner

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : November 14, 2016

SUBJECT: FINAL ACCEPTANCE
Construction of Drainage Improvements for
Division Avenue, Massapequa
Contract No. H15-125

In reply to your memorandum dated November 3, 2016, kindly be advised that the records of this office disclose no pending litigation or other obstacles which would prevent final acceptance of the above referenced Contract. In addition hereto, we approve Maintenance Bond No. 0193906/M as to form and further advise you to proceed with your Docket Memorandum.

LEONARD GENOVA
TOWN ATTORNEY

Thomas M. Sabellico
Special Counsel

TMS:esk

cc: Comptroller
Town Clerk

S:\Atty\Admin\Erm\Atty\TMS\inter-office memo\DPW.final accept 11 14 16

TOWN OF OYSTER BAY

Inter-Departmental Memo

November 9, 2016

To: RICHARD T. BETZ, COMMISSIONER OF PUBLIC WORKS

From: CHRISTINE M. WISS, DEPUTY COMPTROLLER

Subject: FINAL ACCEPTANCE
HIGHWAY IMPROVEMENTS TO THE DIVISION AVENUE AREA
MASSAPEQUA, NEW YORK
CONTRACT NO. H 15- 125

In response to your memo dated November 3, 2016, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

Christine M. Wiss
CHRISTINE M. WISS
DEPUTY COMPTROLLER

Enclosure

CMW:mr

cc: Town Attorney w/enclosure
Accounts Payable Division (2)
Reading File

HANS

Town of Oyster Bay

Inter-Departmental Memo

November 9, 2016

TO: Richard T Betz, Commissioner Department of Public Works

ATT: Elizabeth L. Maccarone, Deputy Commissioner Department of Public Works

FROM: Salvatore R. Cecere, Highway Maintenance Supervisor I

THROUGH: John P. Bishop, Department Of Highways

SUBJECT: Final Acceptance
Construction Of Drainage Improvements
Contract No. H015-125

The Highway Department has inspected the area and recommends that this project be accepted as complete.

Salvatore R. Cecere
Highway Maintenance Supervisor I

John P. Bishop
Department Of Highways

JPB/SRC

Reviewed By
Office of Town Attorney

WHEREAS, in connection with Contract No. H15-125, ADJO Contracting Corp., by letter dated August 2, 2016, has requested an extension of time within which to complete said contract, under the same terms, conditions, and pricing as awarded in the original contract; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memoranda dated August 22, 2016 and August 24, 2016, and Sidney B. Bowne & Son, LLP by letter dated August 23, 2016, have recommended Town Board approval for an extension of time from August 19, 2016 to September 14, 2016, under the same terms, conditions, and pricing as awarded in the original contract; and

NOW THEREFORE IT BE RESOLVED, That upon the recommendations as hereinabove set forth, the Extension of Time for ADJO Contracting Corp., in connection with Contract No. H15-125 is hereby approved.

-#-

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

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

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

Meeting of December 13, 2016 Resolution No. 702-2016

WHEREAS, pursuant to public notice, proposals were duly and regularly received for Special Consultant Services to the Department of Environmental Resources, Town of Oyster Bay, Nassau County, New York, in accordance with the Town's Procurement Policy, and said proposals were publicly opened and read on November 25, 2016; and

WHEREAS, four (4) firms responded to the request for proposals and the firms that were determined to have the expertise and level of experience required to carry out the anticipated scope of services were both Cashin, Spinelli & Feretti, LLC of Bohemia, New York and D & B Engineers and Architects of Woodbury, New York. The Department of Environmental Resources requests that both firms be awarded a one (1) year contract with the option of two (2) one (1) year extensions; and

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated December 7, 2016, recommended that the proposals as hereinabove set forth be accepted, that the Town Board authorize the Town Attorney to negotiate professional service agreements with Cashin, Spinelli & Feretti, LLC and D & B Engineers and Architects, P.C., and that the Town Board authorize the Supervisor to enter into said agreements,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, the Supervisor is hereby authorized to enter into agreements with Cashin, Spinelli & Feretti, LLC and D & B Engineers and Architects, P.C., for Special Consultant Services to the Department of Environmental Resources, in an amount not to exceed $450,000 in total per calendar year, in accordance with the provisions thereunder; 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. DER A 8090 44500 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)
Environmental Resources
Finance

TOWN OF OYSTER BAY

Inter-Departmental Memo

November 28, 2016

TO: **MEMORANDUM DOCKET**

FROM: **NEIL O. BERGIN, COMMISSIONER ENVIRONMENTAL RESOURCES**

SUBJECT: **Award of Contract for Special Consultant to Department of Environmental Resources (RFP 02-2016) Supplemental Memo to Follow**
DER File no. E-700 and G-500

It is requested that a space be reserved on the agenda for the Town Board Meeting of December 13, 2016 for a resolution to approve the award of a contract for special consultant to the Department of Environmental Resources.

Upon receipt of all required information from the awarded consultant, The Department of Environmental Resources will submit a supplemental memo regarding this matter.

Neil O. Bergin
Commissioner Department of Environmental Resources

Attachments
cc: Town Attorney/10 copies
Christine Wiss, Deputy Comptroller
Hon. Joseph Pinto, Councilman
File E700/G500
Docket Memo for reservation of space for RFP award (02-2016) November 2016.doc

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TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: NEIL O. BERGIN, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

DATE: December 7, 2016

SUBJECT: AWARD OF CONRTACT FOR SPECIAL CONSULTANT SERVICES TO THE DEPARTMENT OF ENVIRONMENTAL RESOURCES
- Supplemental Memo: Item 56 of the November 29, 2016 Docket
DER Solicitation No.: 02-2016
Contract Period January 1, 2017 to December 31, 2017

Pursuant to the Town's Procurement Policy guideline 6, and in accordance with a request for proposal (RFP), the Department of Environmental Resources requested proposals from firms interested in providing Special Consultant Services to the Department of Environmental Resources.

In all, seven (7) firms were invited to submit proposals. Four (4) firms responded to the request, with three (3) firms submitting proposals by the November 25, 2016 response date. As set forth in the Procurement Policy and in compliance with Guideline 9 of the Policy, the responses were evaluated based upon a number of criteria.

After thorough review, Cashin, Spinelli & Feretti, LLC of Bohemia, New York and D&B Engineers and Architects, P.C. of Woodbury, New York were the highest ranked firms. Both firms offered the breadth of expertise and level of experience required to carry out the anticipated scope of services. Simultaneous with our review of the respective firms' qualifications, we reviewed both firms' proposed fees and found them to be reasonable and acceptable. The Department of Environmental Resources requests that both firms be awarded this one (1) year contract with the option of (2) one (1) year extensions.

It is respectfully requested that the Town Board authorize the Town Attorney to negotiate professional service agreements with Cashin, Spinelli & Feretti, LLC and D&B Engineers and Architects, P.C. The Department of Environmental Resources also requests that the Town Board authorize the Supervisor to sign said agreements, and to direct the Office of the Comptroller to authorize funds from Account DER A 8090 44500 000 0000 in an amount not to exceed in total $450,000.00 in total per calendar year.

Neil O. Bergin
Commissioner of Environmental Resources

NOB:mw

cc: Town Attorney (10)
Hon. Joseph Pinto, Town Board
Christine Wiss, Deputy Comptroller
Robert S. Darienzo, Director of Finance

Meeting of December 13, 2016 Resolution No. 703-2016

WHEREAS, Resolution No. 749-2015, adopted on December 15, 2015, authorized Cashin Associates, P.C., to provide On-Call Engineering Services in connection with Contract No. PWC 12-16, On-Call Engineering Services Relative to Environmental Science; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memoranda dated November 28, 2016 and December 5, 2016, requested Town Board authorization for Cashin Associates, P.C., to provide engineering services, including finalization of technical reports and studies of the harbor conducted in 2015, advice regarding clam and oyster seed planting programs, attendance at shellfish management meetings and other technical output regarding harbor water quality, and further requested that the Comptroller issue an encumbrance order in an amount not to exceed $19,854.00 under Contract No. PWC 12-16, with funds to be drawn from Account No. DER A 8090 44500 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and the Town Board authorizes Cashin Associates, P.C., to proceed with the abovementioned project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed $19,854.00 under Contract No. PWC 12-16, with the funds for said payment to be drawn from Account No. DER A 8090 44500 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)
Environmental Resources
Public Works

51

703

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 28, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
ENVIRONMENTAL SCIENCE
CASHIN ASSOCIATES, INC.
CONTRACT NO. PWC12-16
SUPPLEMENTAL MEMO TO FOLLOW

Additional information and a formal request for funds will be provided in a Supplemental Docket Memorandum to the Docket Committee at the next docket meeting. I, therefore, recommend and request that a space be reserved at the next Town Board meeting on December 13, 2016

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dz

c: Town Attorney w/ 10 copies
Christine Wiss, Deputy Comptroller
Neil Bergin, Commissioner/DER
Kathleen Stefanich, DPW/Admin
Joe Pinto, Councilman

PWC12-16 CA DOCKET 2016 SHELLFISH PROGRAM

21

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DECEMBER 5, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENTAL MEMO TO ITEM NO. 51
DOCKET OF NOVEMBER 29, 2016
ON-CALL ENGINEERING SERVICE REQUEST
CONTRACT NO. PWC 12-16
SERVICES RELATIVE TO ENVIRONMENTAL SCIENCE
ACCOUNT NO.: DER A 8090 44500 000 0000

In furtherance to Item No. 51 of the docket of November 29, 2016, the consultant, Cashin Associates, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 12-16 by Resolution No. 749-2015 for the subject project.

At the request of the Deparment of Environmental Resources, attached is a letter dated October 18, 2016 from Cashin Associates, P.C. regarding the scope of work to be performed in an amount not to exceed $19,854.00. Services to be performed include finalization of technical reports and studies of harbor conducted in 2015, advice regarding clam and oyster seed planting programs, attendance at shellfish management meetings and other techincal input regarding harbor water quality.

Attached is an availability of funds in the amount of $19,854.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DER A 8090 44500 000 0000.

It is hereby requested that the Town Board authorize by Resolution Cashin Associates, P.C. under Contract No. PWC 12-16, On-Call Engineering Services Relative to Environmental Science and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/SC/dm

Attachment

cc: Office of the Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathy Stefanich, Administrative Division/DPW
Neil Bergin, Commissioner/Environmental
Joseph Pinto, Councilman

PWC 12-16- CASHIN - ON CALL SERVICE REQUEST_19,854

TOWN OF OYSTER BAY
Inter-Departmental Memo

December 2, 2016

To: ROBERT S. DARIENZO, DIRECTOR OF FINANCE

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

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Subject: REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO PWC 12-16
ON- CALL CASHIN ASSOCIATES, P.C.
ENVIRONMENTAL SCIENCE

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

PWC 10-16 $19,854.00 CASHIN ASSOCIATES SC.DOCX

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 22, 2016

TO : NEIL O. BERGIN, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

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

RICHARD T. BETZ
COMMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC12-16
ON-CALL ENVIRONMENTAL SCIENCE
CASHIN ASSOCIATES, P.C.

The Division of Engineering requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of $19,854.00.

Funds are required to complete services requested by your Department for services related to shellfish management programs, as per the attached letter from Cashin Associates, P.C., dated October 18, 2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of $19,854.00 and Resolution No. 749-2015 authorizing Cashin Associates, P.C. for on-call services.

If you have any questions, please contact Matthew Russo, P.E., Division of Engineering, at extension 5719.

Elizabeth L Maccarone
ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

VERIFIED:

Diane I. Marx
DIANE I. MARX
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR:
Attachments

C: Kathleen Stefanich, Administration/DPW

PWC12-16 CA DER 2016 SHELLFISH PROGRAM FUNDS

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

Requesting Division/Department: ENVIRONMENTAL RESOUCES

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

Contract Number: PWC 12-16

Contract Period: JANUARY 1, 2016 - DECEMBER 31, 2017

Consultant/Contractor: CASHIN ASSOCIATES, P.C.

Discipline: ENVIRONMENTAL SCIENCE

Total Authorization: $19,854.00

Resolution No. 749-2015 Date 12/15/~~2013~~ 2015

Funded To Date: $0.00

Amount Requested: $19,854.00

Account To Be Used: DERA 8090 44500 000 0000

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.

2016 SHELLFISH MANAGEMENT PROGRAMS

Work To Be Completed In Contract Period: Yes [X] No [ ]

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

Required Insurances Are In Effect: Yes [X] No [ ]

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

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

Amount of Bond $

Requesting Division/Department	DPW Approval Only To Be Executed By The Commissioner
Signature	Signature
Title: Commissioner	Title: Commissioner of Public Works
Date: 11-30-16	Date: 12/2/16

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested: 19,854.00

Unemcumbered Balance: 126,355.00

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

Signature Date 12/2/16

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. PWC12-16 Contract End 12/31/2017

Commencement Date JANUARY 1, 2016

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

Vendor Name and Address

CASHIN ASSOCIATES, P.C.

1200 VETERANS MEMORIAL HIGHWAY

HAUPPAUGE, NEW YORK 11788

Requesting Town Department ENVIRONMENTAL RESOURCES

Contact DANIEL PEARL Phone 516-677-5937

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

2016 SHELLFISH MANAGEMENT PROGRAMS

This work order shall not exceed $ $19,854.00

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

Requesting Division/Department

Signature _____

Title Commissioner

Date 11-30-16

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature _____

Commissioner of Public Works

Date 12/2/16

Town of Oyster Bay
Inter-Departmental Memo

November 1, 2016

TO	:	Richard T. Betz, Commissioner **Department of Public Works**
ATTN	:	Elizabeth L. Maccarone, Deputy Commissioner **Department of Public Works**
FROM	:	Neil O. Bergin, Commissioner **Department of Environmental Resources**
SUBJECT	:	**REQUEST FOR AUTHORIZATION FOR 2016: CONTRACT PWC 12-16 FOR ON-CALL ENGINEERING SERVICES RELATIVE TO ENVIRONMENTAL SCIENCE – SHELLFISH (HARBORS AND WATERWAYS)** **DER FILE NO.: E-300**

Cashin Associates, P.C. (CA) has been assisting the Town of Oyster Bay with a wide range of issues regarding Shellfish Management for over 25 years. For your review and information, enclosed please find a copy of CA's proposal relating to this matter.

The Department of Environmental Resources is requesting authorization to utilize Contract PWC 12-16 for Cashin Associates, P.C. to provide on-call services relating to Environmental Science – Shellfish (Harbors and Waterways).

Please be advised that the Department of Environmental Resources concurs and recommends CA be awarded approval for said projects.

If you have any questions or need additional information, please do not hesitate to contact the undersigned at Ext. 5711.

NEIL O. BERGIN
COMMISSIONER
ENVIRONMENTAL RESOURCES

NOB: mw

C: Daniel Pearl, Deputy Commissioner, DER

Cashin Associates, P.C.

ENGINEERING – PLANNING – CONSTRUCTION MANAGEMENT

October 18, 2016

Neil Bergin, Commissioner
Department of Environmental Resources
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791-5699

ATTN: Daniel Pearl, Deputy Commissioner

RE: Request for Authorization for 2016: Contract PWC 12-16
On-Call Engineering Services Relative to Environmental Science – Shellfish (Harbors and Waterways)

Dear Commissioner Bergin:

Cashin Associates, P.C. (CA) has been assisting the Town of Oyster Bay with a wide range of issues regarding shellfish management for over 25 years. In 2016 CA's work has included specific issues relating to finalization of technical reports and studies of the harbor conducted in 2015, advice regarding clam and oyster seed planting programs, attendance at shellfish management meetings and other technical input regarding harbor water quality.

The specific services included in this proposal are as follows:

- Finalization of report on shellfish and sedmient study for Oyster Bay / Cold Spring Harbor, submitted to the Town on Januray 12, 2016.
- Finalization of the western waterfront mooring plan, and issurance of a final mooring plan, submitted to the Town in Feburary 2016.
- Completion of statisical analysis of shellfish data and sediment data, collected in late 2015.
- Review of harbor seeding program for clams and oysters.
- Research on possible grant opportunities relating to shellfish for Town.
- Research into bay management programs in other areas for possible applications in Oyster Bay Harbor.
- Preparation for and participation at meeting on Bay Management at Town on 1/20/2016, and preparation for meeting on March 9, 2016 (postponed).

1200 Veterans Memorial Highway – Hauppauge, NY 11788 – 631-348-7600 – FAX 631-348-7601
80 SW 8th St. – Suite 2809 – Miami, FL 33130 – 305-579-2006 – FAX 305-579-2035
www.cashinassociates.com

- Development of technical scope for additional shellfish and sediment study, to assist the Town in selection of areas for shellfish sanctuary and seeding areas.
- Review of Oyster Bay Harbor mapping for information relating to harbor management meetings, including possible locations of sanctuary areas.
- Preparation of an estimate and general scope for study of impacts of dredging on water quality and shellfish.
- Attendance at one or two additional bay management meetings in November or December 2016 to assist in shellfish management issues.

CA's budget for the above services is $19,854. A breakdown of fee by professional labor categories is given in Table 1 attached to this proposal.

We appreciate the opportunity to provide our services to the Town. Please do not hesitate to call me if you have any questions.

Very truly yours,
CASHIN ASSOCIATES, P.C.

Gregory T. Greene
Director of Environmental Programs

GTG/jls
2016-100

1200 Veterans Memorial Highway – Hauppauge, NY 11788 – 631-348-7600 – FAX 631-348-7601
80 SW 8th St. – Suite 2809 – Miami, FL 33130 – 305-579-2006 – FAX 305-579-2035
www.cashinassociates.com

Request for Authorization for 2016:
On-Call Engineering Services Relative to Environmental Science

Shellfish (Harbors and Waterways)

BREAKDOWN BY PERSONNEL/HOURS

Title	Hours	Hourly Billing Rate	Fee
Principal	4	$ 175.00	$ 700.00
Principal Scientist	80	$ 175.00	$ 14,000.00
Environmental Technician	36	$ 72.00	$ 2,592.00
CADD Operator	4	$ 115.50	$ 462.00
Senior Engineer	12.0	$ 175.00	$ 2,100.00
TOTALS	**136.0**		**$ 19,854.00**

Reviewed By
Office of Town Attorney

Meeting of December 15, 2015 Resolution No.749 -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, request and recommend that D & B Engineers and Architects, P.C., Cashin Associates, P.C., Holzmacher, McLendon & Murrell, P.C., Nassau Suffolk Engineering & Architecture, PLLC, P.W. Grosser Consulting Engineers, P.C. and RTP Environmental Associates, Inc. be authorized to provide on-call engineering services in connection with Contract No. PWC12-16, On-Call Engineering Services Relative to Environmental Science for a two (2) year contract term from January 1, 2016 through December 31, 2017; and

WHEREAS, D & B Engineers and Architects, P.C., Cashin Associates, P.C., Holzmacher, McLendon & Murrell, P.C., Nassau Suffolk Engineering & Architecture, PLLC, P.W. Grosser Consulting Engineers, P.C. and RTP Environmental Associates, 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., Cashin Associates, P.C., Holzmacher, McLendon & Murrell, P.C., Nassau Suffolk Engineering & Architecture, PLLC, P.W. Grosser Consulting Engineers, P.C. and RTP Environmental Associates, Inc., are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC12-16, On-Call Engineering Services Relative to Environmental Science for a two (2) 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' 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 Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

Meeting of December 13, 2016 Resolution No. 704-2016

WHEREAS, Resolution No. 750-2015, adopted on December 15, 2015, authorized Sidney B. Bowne & Son, LLP, to provide On-Call Engineering Services in connection with Contract No. PWC 10-16, On-Call Engineering Services Relative to Construction Management; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memoranda dated November 28, 2016 and December 5, 2016, requested Town Board authorization for Sidney B. Bowne & Son, LLP, to provide engineering services, including construction management services relative to Construction of Drainage Improvements for Division Avenue, and Town Board authorization to allow Sidney B. Bowne & Son, LLP to use Dietrich Engineering, P.C. as a sub-consultant for bulkhead design services, and further requested that the Comptroller issue an encumbrance order in an amount not to exceed $48,800.00 under Contract No. PWC 10-16, with funds to be drawn from Account No. HWY H 7197 20000 000 1503 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and the Town Board authorizes Sidney B. Bowne & Son, LLP, to proceed with the abovementioned project and use Dietrich Engineering, P.C. as a sub-consultant for bulkhead design services, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed $48,800.00 under Contract No. PWC 10-16, with the funds for said payment to be drawn from Account No. HWY H 7197 20000 000 1503 008.

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
Public Works

52 704

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 28, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL ENGINEERING SERVICES REQUEST &
USE OF SUB-CONSULTANT
CONSTRUCTION MANAGEMENT
SIDNEY B. BOWNE & SON, LLP
CONTRACT NO. PWC10-16
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. I, therefore, recommend and request that a space be reserved at the next Town Board meeting on December 13, 2016.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dz

cc: Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathleen Stefanich, DPW/Administration
John Bishop, Acting Commissioner/Highways
Joseph Pinto, Councilman

PWC10-16 SBB DIVISION FUNDS RESERVE

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DECEMBER 5, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 52
DOCKET OF NOVEMBER 29, 2016
ON-CALL ENGINEERING SERVICE REQUEST & USE OF SUB-CONSULTANT
CONTRACT NO. PWC 10-16
CONSTRUCTION MANAGEMENT
ACCOUNT NO.: HWY H 7197 20000 000 1503 008
PROJECT ID NO.: 1503 HWYDB-03

In furtherance to Item No. 52 of the docket of November 29, 2016, the consultant, Sidney B. Bowne & Son, LLP, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 10-16 by Resolution No. 750-2015 for the above stated subject project.

The office of Sidney B. Bowne & Son, LLP, has submitted a letter dated November 28, 2016 regarding the scope of work to be performed in an amount not to exceed $48,800.00 Services to be performed include construction management services relative to Construction of Drainage Improvements for Division Avenue, Contract No. H15-125.

Attached is an availability of funds in the amount of $48,800.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 7197 20000 000 1503 008.

Further, the office of Sidney B. Bowne & Son, LLP has submitted the attached letter dated October 24, 2016 concerning a request to be authorized to use, as a sub-consultant, Dietrich Engineering, P.C., for bulkhead design services. Sidney B. Bowne & Son, LLP requests that the services of the sub-consultant be permitted to begin as of July 8, 2016.

Therefore, it is hereby requested that the Town Board authorize by Resolution Sidney B. Bowne & Son, LLP, under Contract No. PWC 10-16, On-Call Engineering Services Relative to Construction Management and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that Sidney B. Bowne & Son, LLP., be authorized by resolution to use, as a sub-consultant, Dietrich Engineering, P.C.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/HAS

c: Office of the Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Katherine Stefanich, DPW Administration
John Bishop, Department of Highways
Joseph G. Pinto, Councilman

PWC 10-16 Docket Construction Management $48,8/00 & SBB sub-consultant Dietrich Engineering, P.C.

TOWN OF OYSTER BAY
Inter-Departmental Memo

December 2, 2016

To: ROBERT S. DARIENZO, ASSISTANT
DIRECTOR OF FINANCE

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

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Subject: REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO PWC 10-16
SIDNEY B. BOWNE & SON, LLP
CONSTRUCTION MANAGEMENT

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.

E. Maccarone
by Matthew Rune

ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Richard T. Betz

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm
Attachments

PWC 10-16 $162,500.00 LIRO SC.DOCX

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

December 2, 2016

TO : JOHN BISHOP, ACTING COMMISSIONER
DEPARTMENT OF HIGHWAY

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

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC 10-16
ON-CALL CONSULTANT SERVICE ON CONSTRUCTION MANAGEMENT
SIDNEY B. BOWNE & SONS, LLP

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 $48,800.00.

Funds are required Engineering Services, as per the attached letter from Sidney B. Bowne, LLP dated November 28, 2016.

If you have any questions, please contact Hans A. Stronstad Sr., Division of Engineering, at extension 5852.

Elizabeth L. Maccarone
ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Richard T. Betz
RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

VERIFIED:

Diane I. Marx
DIANE I. MARX
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/HAS/dm
Attachments

C: Kathleen Stefanich, Division of Engineering

PWC 10-16 RAOF SBB on Division Avenue H15-125 $48,800

BOWNE
AE&T
GROUP
Where
Experience
Empowers
Vision

Sidney B. Bowne & Son, LLP
235 East Jericho Turnpike
PO Box 109
Mineola, NY 11501
Phone: 516 746-2350
Fax: 516 747-1396
www.bownegroup.com

November 28, 2016

Richard T. Betz
Commissioner of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791-5699

Attn: Hans Stronstad

Re: Division Avenue, Massapequa
Contract No. H15-125 (PW-26-15)
Engineering Services

Dear Commissioner Betz,

The specified construction period for this project was 120 calendar days. The directed starting date was November 4, 2015; all construction work was to be completed on or before March 2, 2016.

The Town granted the contractor several requests for discontinuance of contract time resulting in a revised completion date of June 15, 2016. In addition, the Contractor requested an extension of Contract time for ninety-one (91) calendar days extending the construction period to September 14, 2016.

When all approvals were granted by the New York State Department of Conservation, construction work commenced on the bulkhead at Forest Avenue on August 1, 2016. After the bulkhead and pipe to bulkhead penetration was completed on August 24, 2016, roadway restoration and paving work including concrete sidewalks, curbs, guiderail, fencing, casting adjustments, crack sealing, milling, grinding, paving the wearing course and pavement markings commenced and was completed on September 2, 2016. The additional labor and oversight for Resident Representation; (Phase 500/001) and Basic Services; (Phase 401/001) during this period is as follows;

(Phase 500/001 = $16,741.62) Resident Representation

(Phase 401/001 = $ 7,303.37) Basic Services

Sub 1: $24,044.99

A final inspection was conducted with representatives of the Town on September 9, 2016. A final punch list was prepared and submitted to the contractor for corrective action prior to recommendation to the Town for Acceptance. All punch list work was substantially complete by September 14, 2016.

Preparation and agreement of final quantities with the contractor was followed by preparation and submission of the contractor's claim for payment No. 7 and then final documentation for Final Acceptance was submitted to the Town for Final Claim No. 8 on October 28, 2016. The additional labor and oversight for Resident Representation; (Phase 500/001) and Basic Services; (Phase 401/001) during this period is as follows;

(Phase 500/001 = $ 9,035.16) Resident Representation

(Phase 401/001 = $12,319.85) Basic Services

Sub 2: $21,355.01

Also, additional funds will be required during the contractor's Guarantee and Maintenance Bond period as follows;

A) Engineering Services under Agreement Item II D (Basic Services) = $2,500.00

B) Engineering Services to input project data to the Town's Pavement Management Database authorized as part of the construction Phase = $900.00

C) Total funds anticipated to be required for the Bond Period (A + B) = $3,400.00

However, sufficient funds are not available in our present authorization with the town for the required additional construction phase engineering services and for final closeout of the project. We respectfully request additional funds in the amount of $48,800.00 be added to our present authorization with the Town for construction Phase Services and Resident Representation through completion of the work and ultimately to the final closeout of the project through the Guarantee and Maintenance Bond Period.

Sincerely,

Frank J. Antelomaso, P.E,
Partner.
FJA:KM:[illegible]

T:\TownOyster Bay\00072.03-Con DivisionDrainage,Mass-MERGED_WITH_00072.01_GeneralDoc\3-revised EngServicesThruFinal.docx

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

Requesting Division/Department _____

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

Contract Number: PWC 10-16

Contract Period: January 01, 2016 to December 31, 2017

Consultant/Contractor: Sidney B. Bowne & Son, LLP

Discipline: Construction Management

Total Authorization: $231,800.00

Resolution No.: 750-2015 Date: 12/15/2015

Funded To Date: $183,000.00

Amount Requested: $48,800.00

Account To Be Used: HWY H 7197 2000 000 1503 008 / 1503 HWYDB 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.

Construction of Drainage Improvements for Division Avenue

H15-125

Work To Be Completed In Contract Period: Yes [X] No [ ]

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

Required Insurances Are In Effect: Yes [X] No [ ]

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

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

Amount of Bond $ _____

Requesting Division/Department	DPW Approval Only To Be Executed By The Commissioner
Signature: [signature]	Signature: [signature]
Title: Acting Comm Hwy Dept	Title: Commissioner of Public Works
Date: 12/2/16	Date:

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested: 48,800.00

Unemcumbered Balance: 566,334.32

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

Signature: [signature] Date: 12/2/16

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 10-16 Contract End 12/31/2017

Commencement Date 1/1/2016

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

Vendor Name and Address

Sidney B. Bowne & Sons, LLP

235 Jericho Turnpike / PO Box 109

Mineola, NY 11501-0109

516-746-2350

Requesting Town Department DPW Engineering

Contact Hans Stronstad Phone 516-677-5852

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

Engineering Services Relative to Construction Management

Construction of Drainage Improvements for Division Avenue

H15-125

This work order shall not exceed $ _____

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

Requesting Division/Department

Signature John Bishop

Title Acting Comm / Hwy Supt

Date 12/2/16

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature _____

Commissioner of Public Works

Date _____

BOWNE
AE&T
GROUP
Where
Experience
Empowers
Vision

Sidney B. Bowne & Son, LLP
235 East Jericho Turnpike
PO Box 109
Mineola, NY 11501
Phone 516-746-2350
Fax 516-747-1396
www.bownegroup.com

October 24, 2016

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

Re: Sub consultant for Construction Management Contract No. (PWC 10-16)
Drainage Improvements for Division Avenue
Massapequa, NY

Attn: Matt Russo, P.E.

Dear Commissioner Betz,

Sidney B. Bowne & Son, LLP (SBB) requests that the Town of Oyster Bay accept Dietrich Engineering, P.C. as our sub-consultant for the design of special details for the new bulkhead constructed on the project.

Dietrich Engineering, P.C. will be performing their services during the period beginning July 8, 2016.

If you have any questions concerning this matter, please contact me.

Sincerely,

Frank Antetomaso P.E.
Partner

FA:wnt
enc. Dietrich Engineering Invoice #99423

cc: Hans Stronstad
Kevin Mansfield

F:\Town\Oyster Bay\00072.03-Con-DivisionDrainage.Mass-MERGED_WITH_00072.01_General-Doc\DietrichEng- Subconsultant Request-Rev.docx

Resolution No.750 -2015

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, request and recommend that Cashin Associates, P.C., Cashin, Spinelli & Ferretti, LLC, CSM Engineering, P.C., Gibbons, Esposito & Boyce, Engineers, P.C., Nassau Suffolk Engineers & Architecture, PLLC, Nelson & Pope Engineers & Land Surveyor, PLLC, Sidney B. Bowne & Son, LLP, LiRo Engineers, Inc., Schneider Engineering, PLLC, de Bruin Engineering, P.C. and D & B Engineers and Architects, P.C., be authorized to provide on-call engineering services in connection with Contract No. PWC10-16, On-Call Engineering Services Relative to Construction Management, for a two (2) year contract term from January 1, 2016 through December 31, 2017; and

WHEREAS, Cashin Associates, P.C., Cashin, Spinelli & Ferretti, LLC, CSM Engineering, P.C., Gibbons, Esposito & Boyce, Engineers, P.C., Nassau Suffolk Engineers & Architecture, PLLC, Nelson & Pope Engineers & Land Surveyor, PLLC, Sidney B. Bowne & Son, LLP, LiRo Engineers, Inc., Schneider Engineering, PLLC, de Bruin Engineering, P.C. and D & B Engineers and Architects, P.C., have an open-ended service agreement with the Town under which the services will be provided;

Reviewed By
Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved and Cashin Associates, P.C., Cashin, Spinelli & Ferretti, LLC, CSM Engineering, P.C., Gibbons, Esposito & Boyce, Engineers, P.C., Nassau Suffolk Engineers & Architecture, PLLC, Nelson & Pope Engineers & Land Surveyor, PLLC, Sidney B. Bowne & Son, LLP, LiRo Engineers, Inc., Schneider Engineering, PLLC, de Bruin Engineering, P.C. and D & B Engineers and Architects, P.C., are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC10-16, On-Call Engineering Services Relative to Construction Management, for a two (2) 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' 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 Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

Meeting of December 13, 2016

Resolution No. 705-2016

WHEREAS, Resolution No. 753-2015, adopted on December 15, 2015, authorized Lockwood, Kessler, & Bartlett, Inc., to provide On-Call Engineering Services in connection with Contract No. PWC 07-16, On-Call Engineering Services Relative to Civil Engineering; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memoranda dated November 28, 2016 and December 5, 2016, requested Town Board authorization for Lockwood, Kessler, & Bartlett, Inc., to provide engineering services, including inspection of an unsafe tree at Town Hall North, 74 Audrey Avenue, Oyster Bay, and further requested that the Comptroller issue an encumbrance order in an amount not to exceed $570.30 under Contract No. PWC 07-16, with funds to be drawn from Account No. HWY H 5197 20000 000 1503 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and the Town Board authorizes Lockwood, Kessler, & Bartlett, Inc., to proceed with the abovementioned project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed $570.30 under Contract No. PWC 07-16, with the funds for said payment to be drawn from Account No. HWY H 5197 20000 000 1503 008.

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
Public Works

705

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 28, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: ON-CALL ENGINEERING SERVICES REQUEST
CIVIL ENGINEERING
LOCKWOOD, KESSLER & BARTLETT, INC.
CONTRACT NO. PWC07-16
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. I, therefore, recommend and request that a space be reserved at the next Town Board meeting on December 13, 2016.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dz

cc: Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathleen Stefanich, DPW/Administration
John Bishop, Acting Commissioner/Highways
Joseph Pinto, Councilman

PWC07-16 LKB TREE FUNDS RESERVE

19

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DECEMBER 5, 2016

TO: MEMORANDUM DOCKET

FROM: RICHARD T. BETZ, COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENTAL MEMO TO ITEM NO. 53
DOCKET OF NOVEMBER 29, 2016
ON-CALL ENGINEERING SERVICE REQUEST
CONTRACT NO. PWC 07-16
CIVIL ENGINEERING
ACCOUNT NO.: HWY H 5197 20000 000 1503 008
PROJECT ID NO. 1503 HWYDB 03

In furtherance to Item No. 53 of the docket of November 29, 2016, the consultant, Lockwood, Kessler & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 07-16 by Resolution No. 753-2015 for the subject project.

At the request of the Department of Highways, Lockwood, Kessler & Bartlett, Inc., has submitted a letter dated November 18, 2016 regarding the scope of work to be performed in an amount not to exceed $570.30. Services to be performed include the inspection of an unsafe tree at Town Hall North, 74 Audrey Avenue, Oyster Bay.

Attached is an availability of funds in the amount of $570.30 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 Lockwood, Kessler & Bartlett, Inc., under Contract No. PWC 07-16, On-Call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/HAS/dm

Attachment

c: Office of the Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Katherine Stefanich, DPW Administration
John Bishop, Department of Highways
Joseph G. Pinto, Councilman

PWC 07-16 DOCKET CIVIL ENGINEERING LKB ON THN TREE $570.30

TOWN OF OYSTER BAY
Inter-Departmental Memo

November 28, 2016

To: ROBERT S. DARIENZO
DIRECTOR OF FINANCE

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

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Subject: **REQUEST FOR AVAILABILITY OF FUNDS**
CONTRACT NO PWC 07-16
LOCKWOOD, KESSLER & BARTLETT, INC.
CIVIL ENGINEERING

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

PWC 07-16 $570.00 LKB MR.DOCX

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

Requesting Division/Department HIGHWAY

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

Contract Number PWC07-16

Contract Period JANAURY 1, 2016 - DECEMBER 31, 2017

Consultant/Contractor LOCKWOOD, KESSLER & BARTLETT, INC.

Discipline CIVIL ENGINEERING

Total Authorization $570.30

Resolution No. 753-2015 Date 12/15/2015

Funded To Date $0.00

Amount Requested $570.30

Account To Be Used HWY H 5197 20000 000 1503 008 / 1503 HWYDB 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.

INSPECTION OF AN UNSAFE TREE ON AUDREY AVENUE, OYSTER BAY

Work To Be Completed In Contract Period: Yes [X] No [ ]

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

Required Insurances Are In Effect: Yes [X] No [ ]

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

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

Amount of Bond $

Requesting Division/Department	DPW Approval Only To Be Executed By The Commissioner
Signature John P. Bishop	Signature
Title Acting Commissioner Hwy Dept	Title Commissioner of Public Works
Date 11-28-16	Date 11-28-16

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 570.30

Unemcumbered Balance 566,334.32

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

Signature Date 12/2/16

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. PWC07-16 Contract End 12/31/2017

Commencement Date JANAURY 1, 2016

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

Vendor Name and Address

LOCKWOOD, KESSLER & BARTLETT, INC.

1 AERIAL WAY

SYOSSET, NEW YORK 11791

Requesting Town Department HIGHWAY

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

INSPECTION OF AN UNSAFE TREE ON AUDREY AVENUE, OYSTER BAY

This work order shall not exceed $ $570.30

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

Requesting Division/Department

Signature _____

Title Deputy Commissioner Hwy Dept

Date 11-28-16

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature _____

Commissioner of Public Works

Date 11-28-16

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

NOVEMBER 21, 2016

TO : JOHN BISHOP, ACTING COMMISSIONER
DEPARTMENT OF HIGHWAYS

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

RICHARD T. BETZ
COMMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC07-16
ON-CALL CIVIL ENGINEERING
LOCKWOOD, KESSLER & BARTLETT, INC.

As per your request, 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 $570.30.

Funds are required to perform engineering services for the inspection of an unsafe tree on Audrey Avenue, Oyster Bay, as per the attached letter from Lockwood, Kessler & Bartlett, Inc., dated November 18, 2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of $570.30 and Resolution No. 753-2015 authorizing Lockwood, Kessler & Bartlett, Inc. for on-call services.

If you have any questions, please contact Matthew Russo, P.E., Division of Engineering, at extension 5719.

Elizabeth L. Maccarone
ELIZABETH L. MACCARONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

VERIFIED:

Diane I. Marx
DIANE I. MARX
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR:dm

Attachments

C: Kathleen Stefanich, Administration/DPW

PWC07-16 LKB HIGHWAY AUDREY TREE FUNDS

2016 NOV 25 P 5:03

Lockwood, Kessler & Bartlett, Inc.

One Aerial Way, Syosset, NY 11791
Phone: 516.938.0600 | Fax: 516.931.6344

November 18, 2016
LKB No. 2016-135

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

Attn: Matthew Russo, P.E.
Division of Engineering
Department of Public Works

Ref: Tree Inspection at Town Hall
74 Audrey Ave.
Oyster Bay, NY

Dear Commissioner Betz,

In accordance with direction received from your office on October 21, 2016, Lockwood, Kessler and Bartlett, Inc. (LKB) has prepared this letter to request funds for work that was provided to perform a tree inspection at Town Hall, 74 Audrey Ave., Oyster Bay, NY.

The work included the on-site inspection of a tree that had lost a major limb to determine cause and recommend proper care and/or removal of tree. The results of the inspection, along with recommendation(s) was presented in the final letter report to the Town dated October 21, 2016.

At this time, LKB respectfully requests authorization in the amount of $570.30, under our On-Call Civil Engineering Services Agreement, Contract No. PWC 07-16, to perform these services.

We appreciate the opportunity to serve the Town on this project. Should you have any questions regarding this matter please contact our office.

Very truly yours,
LOCKWOOD, KESSLER & BARTLETT, INC.

Steven Fuhrman, R.L.A.
Project Manager

CC M. Russo, PE

Meeting of December 15, 2015

Resolution No.753 -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, request that LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers, be authorized to provide on-call engineering services in connection with Contract No. PWC07-16, On-Call Engineering Services, Relative to Civil Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers have an open-ended service agreement with the Town under which the services will be provided; and

Reviewed By
Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers are hereby authorized and directed to provide on-call engineering services, for a two (2) 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' 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 Cotchignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

Lockwood, Kessler & Bartlett, Inc.

One Aerial Way, Syosset, NY 11791
Phone: 516.938.0600 Fax: 516.931.6344

October 21, 2016

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

Attn: Matthew Russo, P.E.
Division of Engineering
Department of Public Works

Ref: Tree Inspection at Town Hall
74 Audrey Ave.
Oyster Bay, NY

Dear Mr. Mr. Russo:

As per your request, on October 21, 2016, Lockwood, Kessler & Bartlett, Inc. (LKB) performed a tree inspection at the Town Hall, 74 Audrey Ave., Oyster Bay, NY. The work was performed by Steven Fuhrman, R.L.A. and Sylvia Cordero Skidmore, R.L.A and I.S.A. Certified Arborist. The tree inspected was a 28" diameter Scarlet Oak, located approximately 16 feet from the North West corner of the building.

Upon inspection, it was evident that a major lower limb had broken off due to wood decay and insect damage. In addition, the remaining crown appeared to be in decline. Therefore, for the protection and safety of the public, we recommend that the tree be taken down and legally disposed of.

Please feel free to call our office if you have any questions.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.

Steven Fuhrman, R.L.A.
Project Manager

Meeting of December 13, 2016 Resolution No. 706-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated November 29, 2016, requested Town Board authorization to implement the attached Theodore Roosevelt Marina and Tappen Marina 2016/2017 Winter Storage Operation and Fee Schedule,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to implement the attached Theodore Roosevelt Marina and Tappen Marina 2016/2017 Winter Storage Operation and Fee Schedule.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

1010

Town of Oyster Bay
Inter-Departmental Memo

To: Memorandum Docket

From: Frank A. Nocerino, Commissioner
Department of Parks

Date: November 29, 2016

Subject: 2016 – 2017 Winter Storage

The Department of Parks respectfully requests approval of 2016 – 2017 Winter Storage Rates and Regulations pursuant to the provisions of Chapter 168.2 Use of Facilities. The proposed fees and guidelines include a "Baymen's Assistance Program" that provides a dock fee for Town of Oyster Bay shellfish permit holders.

All fees, with the exception of the "Baymen's Assistance Program," remain unchanged from the 2015-2016 Winter Storage season. The winter storage dates have been revised to coincide with the Beach Division's traditional marina opening and closing dates.

Frank A. Nocerino
Commissioner

FAN:ca
Attachments
cc: Office of the Town Attorney (with 10 copies)

WINTER STORAGE OPERATION AND FEE SCHEDULE
FOR WINTER SEASON 2016/2017
AT ROOSEVELT AND TAPPEN MARINA

WINTER STORAGE

1. The Winter Storage Season for boat slips shall run from Thursday, December 1, 2016 through Friday, March 31, 2017.

2. Winter Storage (length overall) per foot – **resident $30.00** (includes electricity – where available)

3. Winter Storage (length overall) per foot – **non-resident $40.00** (includes electricity – where available).

4. Minimum seasonal payment will be monthly rental (pro rate basis – 1/4th seasonal rate/month)

5. One month will consist of a 30-day period or fraction thereof.

6. Boats remaining after Friday, March 31, 2017, are charged $30.00 per day. This does not apply to Town residents who have received a regular 2017 seasonal slip assignment.

7. All terms and conditions issued for Winter Storage must be adhered to.

8. The overall length of the vessel will be determined only by the length as indicated on the vessel's New York State Boat Registration.

BAYMEN'S ASSISTANCE PROGRAM

1. For the purpose of this assistance program only owners of commercial registered vessels who have obtained a Town of Oyster Bay Shellfish Permit and are Town of Oyster Bay residents will be considered Baymen, and therefore eligible for this program.

2. All commercial-registered vessels may occupy a slip earlier than Thursday, December 1, 2016, if a slip is vacated by the summer slip holder prior to the Sunday, November 13, 2016 (end of summer slip rental season), there will be no additional charge for this early slip occupation.

3. 15 Slips will be made available to Baymen on a first come, first serve basis to all Baymen who have paid a minimum of two months slip rental fee and filed with the Beach Division all required paper work as outlined in the winter storage application.

4. Eligible Town of Oyster Bay Shellfish Permit holders shall be charged a reduced Winter Storage rate of $15.00 per foot for the winter storage season.

5. All other rules of winter storage apply including, boats remaining after Friday, March 31, 2017 will be charged $30.00 per day. This does not apply to town residents who have received a regular 2017 seasonal slip assignment.

TERMS AND CONDITIONS FOR 2016/2017 WINTER STORAGE

1. Only the assigned vessel may occupy a slip.
2. All boats and boating equipment docked, berthed, located or left at Town facilities are left at the sole risk of the owner of said boat. All boat and boating equipment owners are reminded to obtain adequate insurance before using the Town Facilities. The owner assumes all risk of loss due to damages, theft, vandalism or accident to property while berthed in the marina and releases the Town of Oyster Bay from any and all claims for loss, damage, ice damage, fire, theft or accident to property.
3. De-icing equipment, if installed, will be operated by the Town of Oyster Bay for preservation of Town property and not the protection of vessels in the marina. De-icing equipment may be installed and operated by an owner at his/her sole risk. The facility manager must give prior approval for any personal de-icing equipment.
4. All vessels shall occupy the slip assigned, in a manner acceptable to the facility manager. The facility manager reserves the right to replace existing lines or install additional lines at his discretion, for the safety of the vessel or the marina. However, the Town of Oyster Bay assumes no obligation or responsibility.
5. In the event of emergency repairs to any section of the marina, the Commissioner of Parks is authorized to notify and order boaters to move their boats to areas as assigned by the facility manager for the required time for repairs.
6. The boater agrees that if all property is not removed by Friday, March 31, 2017, he/she shall pay for such berthing or storage at the established fee of $30.00 per day. This section does not apply to Town residents who have received regular 2017 seasonal slip assignments.
7. Under no circumstances will any alteration or installation be permitted to be made on floats.
8. Boaters may not store dinghies, supplies, debris, or other materials on floats.
9. Scraping, painting, and sanding of vessels are strictly prohibited. The extent of other vessel maintenance shall be at the discretion of the facility manager.
10. In the event of an emergency, during the owner's absence, the facility manager reserves the right to board the vessel and do whatever is necessary to prevent the vessel from sinking and to ensure the safety of the marina.
11. The use of electric power is not permitted aboard the vessel unless the owner is aboard.
12. All boats equipped with burglar systems are required to leave a key with the facility manager.
13. Use of an electric heater in an unattended boat is prohibited.
14. The use of wood, coal, kerosene, or alcohol stoves is strictly prohibited on any boat while berthed in the marina.
15. All boaters who plan to live on their boats 72 hours or longer, while the vessel remains in the marina must obtain written permission from the Commissioner of Parks.
16. Any violation of the above listed terms and conditions or any Town of Oyster Bay Ordinances will cause immediate revocation with loss of fees paid.
17. All payments must be made prior to occupying a slip. If payments are being made monthly, each payment must be made prior to <u>each</u> month's occupancy.

Meeting of December 13, 2016

Resolution No. 707-2016

WHEREAS, the Town of Oyster Bay is a subrecipient receiving New York State Community Development Block Grant-Disaster Recovery (CDBG-DR) funds, as administered by the New York Rising Community Reconstruction Program (NYRCRP); and

WHEREAS, Resolution Number 836-2014 authorized the Town of Oyster Bay to enter into a Subrecipient Agreement with the Governor's Office of Storm Recovery, an office of the New York State Housing Trust Fund Corporation, that provides funds for eligible CDBG-DR expenditures; and

WHEREAS, the Subrecipient Agreement requires procurement activities funded in whole or in part with CDBG-DR funds to be conducted in compliance with applicable United States Department of Housing and Urban Development (HUD) procurement regulations as well as applicable state and local law; and

WHEREAS, on December 26, 2013, the Office of Management and Budget (OMB) published the "2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" that superseded the HUD procurement provisions of 24 CFR Parts 84 and 85; and

Reviewed By
Office of Town Attorney

WHEREAS, the United States Department of Housing and Urban Development has issued new procurement standards as set forth in Notice: SD-2015-01: Transition to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance and in Notice: CPD-16-04 Additional Transition and Implementation Guidance for Recipients of Community Planning and Development (CPD) Funds for 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and

WHEREAS, the Town desires to apply the amended and revised procurement procedures to future CDBG-DR procurements; and

WHEREAS, Frank V. Sammartano, Deputy Commissioner, Intergovernmental Affairs, by memorandum dated December 5, 2016, has requested the Town Board adopt this Resolution,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Town hereby desires to apply the amended and revised procurement procedures to future CDBG-DR procurements.

-#-

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

707

9

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: NOVEMBER 28, 2016

SUBJECT: NEW YORK RISING COMMUNITY RECONSTRUCTION PROGRAM
AMENDED PROCUREMENT STANDARDS

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of December 13, 2016. Details will follow by supplemental memorandum.

Frank V. Sammartano
Deputy Commissioner

cc: Town Attorney w/10 copies

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER OF INTERGOVERNMENTAL AFFAIRS

DATE: DECEMBER 5, 2016

SUBJECT: SUPPLEMENTAL MEMO TO ITEM #9 OF THE 11/29/16 MEMORANDUM DOCKET:
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY FUNDED NEW YORK RISING COMMUNITY RECONSCTURCTION PROGRAM AMENDED PROCUREMENT STANDARDS

Resolution Number 836-2014 (attached) authorized the Town of Oyster Bay (Town) to entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery, an office of the New York State Housing Trust Fund Corporation, that provides funds for eligible Community Development Block Grant Disaster Recovery (CDBG-DR) expenditures; and

The Subrecipient Agreement requires procurement activities funded in whole or in part with CDBG-DR funds to be conducted in compliance with applicable United States Department of Housing and Urban Development (HUD) procurement regulations as well as applicable state and local law; and

On December 26, 2013, the Office of Management and Budget (OMB) published (at 78 Federal Register 78608) the "2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (attached) that superseded the HUD procurement provisions of 24 CFR Parts 84 and 85; and

The United States Department of Housing and Urban Development has issued new procurement standards as set forth in Notice: SD-2015-01: Transition to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance and in Notice: CPD-16-04 Additional Transition and Implementation Guidance for Recipients of Community Planning and Development (CPD) Funds for 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and

The Town desires to apply the amended and revised procurement procedures to future CDBG-DR procurements.

We therefore respectfully request the Town Board adopt a Resolution which confirms the Town's commitment to adhere to the procurement standards set forth through the Office of Management and Budget's Notice: SD-2015-01: 'Transition to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance' pertaining to any future procurement in which Community Development Block Grant-Disaster Recovery funding will be utilized.

Frank V. Sammartano,
Deputy Commissioner

Attachments
cc: Town Attorney w. 10 copies

Meeting of December 16, 2014 Resolution No. 836-2014

WHEREAS, the United States Congress passed the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), appropriating $15.18 billion, to the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant Disaster Recovery (CDBG-DR); and

WHEREAS, in March 2013, HUD appropriated $1.7 billion in CDBG-DR to the Housing Trust Fund Corporation's (HFTC) Governor's Office of Storm Recovery (GOSR) to fund the New York Rising Community Reconstruction Program (NYCRP), a grant program designed to fund the development of Reconstruction Plans and facilitate the implementation of projects identified in Reconstruction Plans in Community Reconstruction Zones (CRZ) as identified by GOSR; and

WHEREAS, Massapequa, East Massapequa, and the Village of Massapequa Park (The Massapequas) have been identified collectively as one CRZ by GOSR; and

WHEREAS, GOSR has made up to $26 million in CDBG-DR funding available to The Massapequas to facilitate projects identified in The Massapequas' New York Rising Community Reconstruction Plan (Plan) which was finalized in March of 2014; and

WHEREAS, The Town of Oyster Bay (Town) has been identified by GOSR as an eligible Subrecipient of CDGB-DR funding provided through the NYCRP for the purpose of carrying out select projects identified within the Plan; and

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated December 2, 2014, requests that the Town Board authorize the Supervisor to enter into a Community Development Block Grant Disaster Recovery Subrecipient Agreement with the Housing Trust Fund Corporation, thereby making the Town of Oyster Bay an eligible Subrecipient of Community Development Block Grant Disaster Recovery funding,

NOW, THEREFORE, BE IT RESOLVED. That the above request is hereby accepted and approved, and the Town Board hereby authorizes and directs the Supervisor to enter into a Community Development Block Grant Disaster Recovery Subrecipient Agreement with the Housing Trust Fund Corporation, thereby making the Town of Oyster Bay an eligible Subrecipient of Community Development Block Grant Disaster Recovery funding.

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)
IGA

Reviewed By
Office of Town Attorney

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF THE DEPUTY SECRETARY
WASHINGTON, DC 20410-0050

Special Attention of:

NOTICE: SD-2015-01
Issued: FEB 26 2015

HUD Regional Directors
HUD Field Office Directors
HUD Offices of Community Planning and Development (CPD),
Fair Housing and Equal Opportunity (FHEO),
Housing,
Native American Programs (ONAP),
Lead Hazard Control and Healthy Homes (OLHCHH),
Public and Indian Housing (PIH),
Policy Development and Research (PD&R)
HUD Grant Administrators, Grant Officers, Government Technical Monitors (GTMs), and Government Technical Representatives (GTRs) and Recipients of HUD Federal Financial Assistance

This notice remains effective until amended, superseded or rescinded

SUBJECT: Transition to 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance*

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1. BACKGROUND

On December 26, 2013, the Office of Management and Budget (OMB) published (at 78 Federal Register 78590; https://federalregister.gov/a/2013-30465) final guidance on the above subject, which is codified at 2 CFR part 200. OMB and the Federal awardmaking agencies published a joint interim final rule implementing the final guidance as requirements for recipients of Federal financial assistance on December 19, 2014 (at 79 Federal Register 75871; https://www.federalregister.gov/articles/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform). OMB also made technical corrections to part 200.

The purpose of 2 CFR part 200 is to streamline the Federal government's guidance on administrative requirements, cost principles, and audit requirements to more effectively focus Federal resources on improving performance and outcomes, while ensuring the financial integrity of taxpayer dollars in partnership with non-Federal stakeholders. The uniform guidance supersedes, consolidates, and streamlines requirements from eight OMB Circulars:

- A-21, *Cost Principles for Educational Institutions*,
- A-87, *Cost Principles for State, Local and Indian Tribal Governments*,
- A-89, *Catalog of Federal Domestic Assistance*,
- A-102, *Grants and Cooperative Agreements With State and Local Governments*,
- A-110, *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations*,
- A-122, *Cost Principles for Non-Profit Organizations*,
- A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and
- The guidance in OMB Circular A-50, *Audit Followup*, on Single Audit Act follow-up.

HUD adopted this guidance at a new part, 2 CFR part 2400. The uniform guidance also removed: 2 CFR parts 215, 220, 225, and 230. HUD amended 24 CFR parts 84 and 85, which had codified OMB Circulars superseded by 2 CFR part 200, by removing all substantive provisions and including a saving provision that provides that Federal awards made prior to December 26, 2014, will continue to be governed by parts 84 or 85 as codified in the 2013 edition of the Code of Federal Regulations (CFR) or as provided under the terms of the Federal award.

Major Reforms and Policy Changes

The policy reforms brought about by OMB's consideration of public comments and efforts to streamline federal grant-making processes are identified as the following:

- Eliminate duplicative conflicting guidance;
- Focus on performance over compliance for accountability;
- Encourage efficient use of information technology (IT) shared services;
- Provide for consistent treatment of costs;
- Limit allowable costs for the best use of Federal resources;
- Incorporate standard business processes using data definitions;
- Strengthen oversight; and
- Target audit requirements on risk of waste, fraud, and abuse.

In addition to the consolidation of the OMB Circulars, major audit changes include the following:

- The Single Audit threshold is raised from $500,000 to $750,000, which eliminates the need for more than 5,000 audits, with a cost savings estimated at $250 million;
- The questioned cost limit in Single Audits is raised from $10,000 to $25,000;
- Assessment of government-wide audit quality is to be conducted every six years (beginning in 2018).

The uniform guidance, which provides a government-wide framework for grants management, is designed to reduce administrative burden for non-Federal entities receiving Federal awards.

2. EFFECTIVE DATE AND APPLICABILITY TO HUD

The uniform guidance was applicable for Federal agencies, including HUD, effective December 26, 2013. Federal agencies, including HUD, adopted 2 CFR part 200 as requirements for Federal financial assistance programs by the interim final rule published December 19, 2014. It was made applicable to non-Federal entities (recipients of Federal financial assistance) effective December 26, 2014, with one exception: §200.110(a) was revised to give a one-year grace period for implementation of the procurement standards. As will be detailed in the 2015 OMB Compliance Supplement, non-Federal entities choosing to delay implementation for the procurement standards will need to specify in their documented policies and procedures that they continue to comply with OMB Circulars A-87 or A-110 for one additional fiscal year which begins after December 26, 2014. For example, the first full fiscal year for a non-Federal entity with a June 30th year would be the year ending June 30, 2016. See also the General Transition Rules section of this Notice.

3. PURPOSE

The purpose of this Notice is to identify and explain significant changes made in 2 CFR part 200, and provide transition guidance and links to additional resource materials for HUD and its grant program stakeholders and other recipients of Federal financial assistance from HUD. This Notice is broken out by the six subparts in 2 CFR part 200:

- Subpart A – *Acronyms and Definitions*;
- Subpart B – *General Provisions*;
- Subpart C – *Pre-Federal Award Requirements and Contents of Federal Awards*;
- Subpart D – *Post-Federal Award Requirements*;
- Subpart E – *Cost Principles*; and
- Subpart F – *Audit Requirements*.

Appendix A of this Notice provides the table of contents for 2 CFR part 200. HUD highly recommends that recipients familiarize themselves with 2 CFR part 200 in its entirety. This Notice is intended to highlight major changes and topical areas that may apply across all HUD programs or be of general interest.

4. SUBPART A - ACRONYMS AND DEFINITIONS: HIGHLIGHTS

Subpart A of 2 CFR part 200 lists definitions and acronyms for key terms found throughout the uniform guidance. Each definition is in its own section so that the reader can look at the table of contents to see defined terms. Since the uniform guidance originated in eight different Circulars, there are numerous conforming changes made to provide consistency for the terms used. In particular, part 200 uses "non-Federal entity" and "pass-through entity." "Non-Federal entity" means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient. "Pass-through entity" means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Policy decisions are reflected in some definitions, including: §200.18, *Cognizant agency for audit*, §200.23, *Contractor*, §200.33, *Equipment*, §200.73, *Oversight agency for audit*, and §200.94, *Supplies*. Section 13.b of this Notice provides a link to a crosswalk developed by OMB from the existing OMB Circulars to the final uniform guidance in 2 CFR part 200.

Definition of Indian Tribe: The definition of Indian tribe in §200.54 differs from the definition in the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4013, et seq.). The definition of Indian tribe in §200.54 has no effect on programs with statutory definitions of "Indian tribe."

5. SUBPART B - GENERAL PROVISIONS: HIGHLIGHTS

Subpart B covers general provisions, including the basic purpose of 2 CFR part 200 and its applicability to different types of Federal awards to non-Federal entities, and states that

Federal agencies, including HUD, may apply subparts A-E to for-profit entities. Exceptions to the applicability of the rule are listed in 2 CFR 200.101(d) and (e) and 2 CFR 200.102. This subpart makes clear that part 200 does not supersede any existing or future authority under law or by executive order or the Federal Acquisition Regulation (FAR). As an example, for public housing, the disposition statute at Section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p) supersedes the disposition instructions in §200.311(c). Subpart B also covers Authorities, Effect on other issuances, Agency implementation, OMB responsibilities, Inquiries, Effective date, English language, Conflict of interest, and Mandatory disclosures. Highlights are discussed below.

Applicability: Section 200.101 includes a table that summarizes how the guidance applies to types of Federal awards. This table must be read along with the other provisions of section 200.101:

The following portions of Part 200:	Are applicable to the following types of Federal Awards (except as noted in paragraphs (d) and (e) of section 200.101):	Are NOT applicable to the following types of Federal Awards.
Subpart A – Acronyms and Definitions.	All.	
Subpart B – General Provisions, except for §§200.111 English Language, 200.112 Conflict of Interest, 200.113.Mandatory disclosures.	All.	
§§ 200.111 English Language, 200.112 Conflict of Interest, and 200.113, Mandatory Disclosures	Grant agreements and cooperative agreements.	Agreements for: loans, loan guarantees, interest subsidies, and insurance. Cost-reimbursement contracts awarded under the Federal Acquisition Regulation and cost-reimbursement subcontracts under these contracts. Fixed-price contracts and subcontracts awarded under the Federal Acquisition Regulation whenever cost analysis is performed or the contract requires the determination or negotiation of costs.
Subparts C – D, except for Subrecipient Monitoring and Management.	Grant agreements and cooperative agreements	Agreements for: loans, loan guarantees, interest subsidies, and insurance. Cost-reimbursement contracts awarded under the Federal Acquisition Regulation and cost-reimbursement subcontracts under these contracts. Fixed-price contracts and subcontracts awarded under the Federal Acquisition Regulation whenever cost analysis is performed or the contract requires the determination or negotiation of costs.
Subpart D – Post Federal Award Requirements, Subrecipient Monitoring and Management.	All.	
Subpart E – Cost Principles.	Grant agreements and cooperative agreements, except those providing food commodities. Cost-reimbursement contracts awarded under the Federal Acquisition Regulation and cost-reimbursement subcontracts under these contracts in accordance with the FAR. Fixed price contracts and subcontracts awarded under the Federal Acquisition Regulation whenever cost analysis is performed or the contract requires the determination or negotiation of costs.	Grant agreements and cooperative agreements providing food commodities. Fixed amount awards. Agreements for: loans, loan guarantees, interest subsidies, insurance. Federal awards to hospitals (see Appendix IX to Part 200 – Hospital Cost Principles).
Subpart F – Audit Requirements.	All.	

Exceptions:

- Section 200.102(a) allows OMB to make exceptions to 2 CFR part 200 for certain classes of Federal awards or for certain non-Federal entities, but only in unusual circumstances and if such exceptions are not prohibited by law. Where the provisions of Federal statutes or regulations differ from the provisions of part 200, the provisions of the Federal statutes or regulations take precedence.
- Section 200.102(b) allows HUD to make certain exceptions on a case-by-case basis except where otherwise required by law or where OMB or other approval is expressly required by 2 CFR part 200. Under §200.102(c), HUD may apply more restrictive requirements to a class of Federal awards or non-Federal entities when approved by OMB or required by Federal statutes or regulations. HUD may also apply less restrictive requirements when making fixed amount awards as defined in Subpart A, §200.45.
- Exemptions from Subpart F, Audit Requirements, are not permitted under any circumstances.

English Language: Section 200.111 makes clear that all HUD financial assistance announcements, HUD award information (e.g., Notices of Funding Availability), and applications must be in the English language. Non-Federal entities may translate the Federal award and other documents into another language, however, in the event of any inconsistency, the English language meaning would control. Where a significant portion of the non-Federal entity's employees working on the award are not fluent in English, the non-Federal entity must provide the HUD award in English and the language(s) with which the employees are more familiar.

Conflict of Interest: Section 200.112 requires HUD to establish conflict of interest policies for Federal awards and requires non-Federal entities to disclose in writing any potential conflict of interest to HUD or the pass-through entity in accordance with HUD's policy. The general procurement standards in §200.318 require non-Federal entities to maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest. "Organizational conflicts of interest" means that, because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

6. SUBPART C – PRE-FEDERAL AWARD REQUIREMENTS AND CONTENTS OF FEDERAL AWARDS: HIGHLIGHTS

Subpart C prescribes the instructions and other pre-award information to be used in the funding announcement and application process.

Selecting the Instrument for Award: Section 200.201 requires the Federal awarding agency or pass-through entity to decide on the appropriate instrument for the Federal award (i.e., grant agreement, cooperative agreement, or Federal contract under the Federal Acquisition Regulation) in accordance with the Federal Grant and Cooperative Agreement Act (31 U.S.C. 6301-08). The program statute or pass-through entity may have another name for

the document (e.g., annual contributions contract), but the choice is limited to these three instruments, in accordance with the Federal Grant and Cooperative Agreement Act.

Fixed Amount Awards: Section 200.201(b) allows for "fixed amount" awards under which the amount is negotiated using the cost principles (or other pricing information) as a guide. Fixed amount awards generally may be used if the project scope is specific and if adequate cost, historical, or unit pricing data are available to establish a fixed amount award based on a reasonable estimate of actual cost. Accountability is based on performance. There is no governmental review of the actual costs incurred by the non-Federal entity in performance of the award. Payments may be based on milestones, on a unit price basis, or in a single payment upon completion of the Federal award. The non-Federal entity is required to provide a certification regarding completion. Periodic reports may be required.

Funding Announcements and Award Agreements: Sections 200.202, 200.203, 200.210, and Appendix I require funding opportunities to be available for at least 60 days and impose standard requirements on HUD's notices of funding opportunities, on application requirements, and Federal award requirements. HUD will include with each Federal award any program-specific or other terms and conditions, and will share both the general and the program-specific or other requirements on a public website and in Notices of Funding Availability (NOFAs).

Risk-Based Awards: Sections 200.204 and 200.205 require Federal agencies to design and execute a merit review process for competitive applications using a risk-based approach that relies, in part, on HUD review of OMB-designated repositories of government-wide eligibility qualification or financial integrity information (such as the Federal Awardee Performance and Integrity Information System (FAPIIS), "Do Not Pay" lists, etc.)[1]. This assessment can include, for example:

- financial stability,
- the quality of management systems and ability to meet the management standards in 2 CFR part 200,
- history of performance,
- reports and findings from audits, and
- the applicant's ability to effectively implement statutory, regulatory, or other requirements, and debarment and suspension guidelines.

HUD must also comply with the debarment and suspension guidelines in 2 CFR part 180.

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[1] FAPIIS is a database that has been established to track contractor misconduct and performance. The database contains Federal contractor criminal, civil, and administrative proceedings in connection with federal awards, suspensions and debarments; administrative agreements issued in lieu of suspension or debarment; non-responsibility determinations; contracts terminated for fault; defective pricing determinations; and past performance evaluations (see: https://www.fapiis.gov/fapiis/index.jsp). The "Do Not Pay" Business Center was developed for programs administered and or funded by the Federal government to help prevent, reduce and stop improper payments while protecting citizens' privacy, and partner with agencies to identify potential fraud, waste, and abuse while protecting citizens' privacy (see: http://donotpay.treas.gov/index.htm)

Section 200.207 authorizes Federal agencies and pass-through entities to impose additional specific award conditions on applicants or recipients who have a history of failure to comply with terms and conditions, or failure to meet performance goals, or are not otherwise responsible. The conditions include requiring reimbursements rather than advance payments, requiring additional, more detailed reports, additional monitoring, etc. If such additional requirements are imposed, HUD or the pass-through entity must notify the applicant or non-Federal entity as to the nature of, and reasons for, the requirements, actions needed, and timeframe, if applicable. Special conditions must be promptly removed once the causal conditions have been corrected.

7. SUBPART D – POST-FEDERAL AWARD REQUIREMENTS: HIGHLIGHTS

Subpart D describes the requirements standards for managing and administering HUD awards. It includes standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, subrecipient monitoring and management, record retention and access, remedies for noncompliance, the provisions of the Federal Funding and Accountability Transparency Act (FFATA)[2] and closeout. NOTE: There will be exceptions to the items listed below and they will be published by regulation. See also Section 5 of this Notice.

Performance Measurement: Section 200.301 requires, as appropriate and in accordance with OMB information collection requirements, recipients to relate financial data to performance accomplishments of the Federal award and provide cost information to demonstrate cost effective practices (e.g., through unit cost data). This is in line with the shift in 2 CFR part 200 from compliance to performance. It also requires Federal agencies to use only OMB-approved forms for performance reports. Non-Federal entities must comply with FFATA. A recipient's performance should be measured in a way that will help HUD and other non-Federal entities improve program outcomes, share lessons learned, and spread the adoption of promising practices.

Internal Controls and Protected Personally Identifiable Information: Section 200.303 sets forth requirements for internal controls. This section reflects requirements that were previously in the A-133 audit requirements. It also addresses the non-Federal entity's responsibilities to take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the Federal awarding agency or the pass-through entity, consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Payment: Section 200.305 describes cash management requirements applicable to states and other non-Federal entities to minimize the time elapsed between agencies' advance

[2] FFATA, signed September 26, 2006, requires information on Federal awards (Federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USAspending.gov. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. Amendments to FFATA have expanded its scope. See also https://www.fsrs.gov.

payments of funds to the non-Federal entity and the entity's disbursement of funds for direct program or project costs.

Interest Earned on Federal Advances: Section 200.305(b)(8) requires non-Federal entities to maintain advance Federal payments in interest-bearing accounts (with some exceptions). Interest amounts up to $500 per year may be retained by the non-Federal entity for administrative expenses. Under §200.303(b)(9), interest earned in excess of $500 must be remitted annually to the Department of Health and Human Services' Payment Management System (either electronically through the system, or by check to the Department of Health and Human Services to the Treasury-approved lockbox: HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231).

Program Income: Section 200.307 generally encourages recipients to earn income to offset program costs. This section has several provisions that include, but are not limited to, the following:

- Proceeds from the sale of property or equipment are not program income; such proceeds will be handled in accordance with the requirements of §200.311, *Real property*, and §200.313, *Equipment*, or as specifically identified in Federal statutes, regulations, or the terms and conditions of the Federal award.
- If the Federal awarding agency does not specify in its regulations or the terms and conditions of its award, or give prior approval for how program income is to be used, then, ordinarily, program income must be deducted from total allowable costs to determine the net costs. Program income must be used for current costs unless HUD authorizes otherwise. Program income that the recipient did not anticipate at time of the Federal award must be used to reduce the award rather than to increase the funds committed to the project.

Revision of Budget and Program Plans: Section 200.308 requires, among other things, recipients to obtain Federal agency approvals for budget and program or project scope revisions.

Property Standards: Sections 200.310-200.316 set forth standards for real property, equipment, supplies, and intangible property. The regulations cover title, insurance, property trust relationships, and disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from HUD that provides for: 1) retention of title after compensation to HUD, 2) sale of the property and compensation to HUD, or 3) transfer of title to HUD or a third party approved or designated by HUD.

Procurement: §§200.317- 200.326 cover procurement standards. The standards are generally consistent with the requirements in 24 CFR part 85 for all non-Federal entities. For governmental recipients, the regulations have not substantially changed.

- The regulations require non-Federal entities to maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest, and governing the performance of their employees engaged in the selection, award and administration of contracts. "Organizational conflicts of interest" means that,

because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization (§200.318(c)(2)).

- The non-Federal entity's procurement procedures must be designed to avoid acquisition of unnecessary or duplicative items and the non-Federal entity is encouraged to enter into intergovernmental or inter-entity agreements to procure or use common goods and services (§200.318(d) and (e)).
- Non-Federal entities, in conducting procurements, must conduct them in a manner providing full and open competition and are prohibited from using state or local geographical preferences in evaluating bids or proposals (except where applicable Federal statutes expressly mandate or encourage geographical preferences, such as HUD's Section 3 requirements in 24 CFR part 135) (§200.319).
- Methods of procurement now include a micro-purchase option, which is the acquisition of supplies or services that do not exceed $3,000 (or $2,000 for acquisitions for construction subject to the Davis-Bacon Act) (§200.320(a)).
- "Supplies" includes computing devices if the acquisition cost was less than the lesser of the capitalization level established by a non-Federal entity for financial statement purposes or $5,000, regardless of the length of their useful life (§200.94).
- The Simplified Acquisition Threshold for small purchase procedures, which are those relatively simple and informal procurement methods for securing services, supplies or other property, is now $150,000. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation (FAR) at 48 CFR Subpart 2.1 and will be periodically adjusted for inflation (§200.88 and §200.320(b)).
- The non-Federal entity's contracts must contain certain provisions which are included in Appendix II of 2 CFR part 200 (§200.326).
- Non-Federal entities have one full fiscal year after the effective date to comply with the revised procurements standards (see *Implementation Dates* in the December 19, 2014, Federal Register at https://www.federalregister.gov/articles/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform).

Bonding Requirements: Section 200.325 permits the Federal agency to accept the recipient's bonding policy and requirements if the Federal agency has determined that the Federal interest is adequately protected, and if not, the minimum requirements (abbreviated) are as follows:

- A bid guarantee equal to five percent of the bid price.
- A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment

as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

Performance and Financial Monitoring and Reporting: Sections 200.327-328 address the frequency, standards, and OMB approval requirements for agency collection of recipient performance and financial data and monitoring of recipient performance.

Real Property Reporting: Section 200.329 requires annual reporting on real property for which there is a Federal interest, but permits an option for various and less stringent multi-year reporting periods where the Federal interest extends beyond 15 years.

Subrecipient or Contractor: Section 200.330 provides guidance for determining whether an entity is a subrecipient or contractor, in order to apply the appropriate oversight of the Federal funds.

Requirements for Pass-Through Entities: Section 200.331 requires pass-through entities to comply with certain requirements in order to meet their own responsibility to the Federal awarding agency. Many of these requirements were in OMB Circular A-133. Pass-through entities are required to identify certain, clearly identified subaward information. This includes an indirect cost rate if the subrecipient has indirect costs. Pass-through entities must consider risks associated with subawards. The evaluation of a subrecipient's risk of noncompliance with Federal statutes and regulations is used to determine the appropriate level of subrecipient monitoring. Specific subrecipient monitoring tools are outlined, giving pass-through entities flexibility to adjust their oversight framework based on that consideration of risk.

Record Retention: Section 200.333 continues the existing record retention period of generally three years, with some exceptions and caveats. Federal agencies and non-Federal entities should, whenever practicable, collect, transmit and store Federal award-related information in machine-readable formats instead of closed formats or on paper.

Remedies for Noncompliance: Sections 200.338-200.342 cover remedies for noncompliance, including termination and notices of termination. Section 200.338 permits conditions to be imposed on the award if the non-Federal entity fails to comply with the requirements of the award. Previously, only pre-award conditions were authorized.

Closeout: Section 200.343 describes specific closeout actions that are required for all Federal awards at the end of the period of performance and should be completed no later than one year after receipt and acceptance of all required final reports. The non-Federal entity must submit all required final reports within 90 days after the end of the period of performance. The period of performance, defined at §200.77, means from the start to the end dates in the Federal award.

Post-closeout Adjustments and Continuing Responsibilities: Section 200.344 limits the period during which any post-closeout adjustments can be made. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify

the non-Federal entity within the record retention period. However, amounts due can be collected after this period.

8. SUBPART E – COST PRINCIPLES: HIGHLIGHTS

Subpart E covers the principles that must be used in determining the allowable costs of work performed by a non-Federal entity under a Federal award and in the pricing of fixed-price contracts and subcontracts where costs are used in determining the appropriate prices. It covers exemptions (§200.401(c)) and basic considerations (§§200.402-200.411). The application of the cost principles should require no significant changes in the internal accounting policies and practices of non-Federal entities. The Basic Considerations for costs are largely unchanged. Changes have been made to some select items of cost.

Profit: Section 200.400(g) states that non-Federal entities may not earn or keep any profit resulting from the Federal financial assistance (unless explicitly authorized by the terms and conditions of the Federal award). This is not new.

Prior Approval: In recognition of the difficulty in determining the reasonableness and allocability of certain items of cost, non-Federal entities may seek the prior written approval of the cognizant agency for indirect costs or the Federal awarding agency in advance of incurring unusual or special costs. Prior approval is specifically required for allowability under certain circumstances as described in §200.407.

Direct Costs: Direct costs are covered in §200.413. This section is largely unchanged from previous OMB cost principles.

- Direct costs are identified specifically with the Federal award or can be easily and accurately assigned to activities of the award. Typical direct costs include employee compensation, fringe benefits, materials and other items attributable to the award.
- If directly related to a specific award, certain costs that would otherwise be included with an indirect cost rate can be direct charged, such as extraordinary utility consumption, cost of materials supplied from stock or services from specialized facilities or other institutional service operations.

Indirect Costs: Indirect costs are addressed in §200.414. This section is largely unchanged from previous OMB cost principles.

- Negotiated indirect cost rates must be accepted by all Federal awarding agencies unless certain conditions are met. A Federal awarding agency must implement and make publicly available (e.g., via the Federal Register) the policies, procedures, and general decision-making criteria the programs would follow in seeking and justifying deviations from negotiated rates.
- Pass-through entities must accept a federally recognized indirect cost rate between a subrecipient and the Federal government or, if no such rate exists, either negotiate a rate between the entity and the subrecipient or establish a de minimis indirect cost rate (see also §200.331(a)(4)).

- If a non-Federal entity has never received a negotiated indirect cost rate, it may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) as defined in §200.68, which may be used indefinitely (§200.414(f)). (Exceptions for some non-Federal entities are listed in Appendix VII, paragraph (d)(1)(B).)
- Non-Federal entities that are able to allocate and charge 100% of their costs directly may continue to do so. Charging the Federal award for indirect costs is never mandatory; a non-Federal entity may conclude that the amount it would recover thereby would be immaterial and not worth the effort needed to obtain it.
- Non-Federal entities that have a federally negotiated indirect cost rate may apply for a one-time extension of the current rate for a period up to four years, subject to the review and approval of the cognizant agency for indirect costs. At the end of the four-year extension period, the non-Federal entity must negotiate a rate. This rate may be extended.

Certifications: Section 200.415 addresses certifications, which are required to be submitted with annual and final fiscal reports, vouchers for payment, and proposals to establish a cost allocation plan or indirect cost rate. Specific language is included acknowledging the statutory consequences of false certifications.

Special Considerations: Special considerations for states, local governments, and Indian tribes for identification and assignment of central service costs are included in §§200.416 and 200.417. Special considerations for institutions of higher education are covered in §§200.418 and 200.419.

General Provisions for Selected Items of Cost: General provisions for 56 selected items of cost are covered in §§200.420-200.475; this section uses language from three Circulars, A-21 (2 CFR part 220), A-87 (2 CFR part 225), and A-122 (2 CFR part 230). These principles apply whether a particular item is properly treated as either a direct or indirect cost. These selected items include two additions (§200.428, *Collections of Improper Payments*, and §200.440, *Exchange Rates*), some changed provisions (including the deletion of *Communications*, which OMB thought could be addressed through "Basic Considerations," §§200.402 – 200.411), and some clarifications.

- Audit Services: Any costs when audits required by the Single Audit Act have not been conducted or costs of auditing grantees or recipients that are not required to have a single audit are not allowable (§200.425). This provision was in OMB Circular A-133.
- Collections of Improper Payments: Costs of recipients to recover improper payments may be charged as direct or indirect, and may be used in accordance with cash management standards described in §200.305 (§200.428).
- Compensation – Personal Services: §200.430 requires non-Federal entities to maintain a strong system of internal controls over their records to justify costs of salaries and wages and provides additional flexibility in the processes they use to meet these standards.
- Conferences: Allowable conference costs paid by non-Federal entities must be necessary and reasonable for successful performance under the award and may include facilities rentals, speakers' fees, costs of meals and refreshments, local

transportation, and other incidental items, unless further restricted by the terms and conditions of the Federal award (§200.432).

- Contingency Provisions: Contingency definitions, allowances, and disallowances are set forth in §200.433.
- Fines, Penalties, Damages, and Other Settlements: Costs resulting from a recipient's violations of, alleged violations of, or failure to follow Federal, State, local, tribal, or foreign laws or regulations are unallowable (§200.441).
- Lobbying: The cost to influence activities associated with obtaining grants, contracts, cooperative agreements or loans is unallowable (§200.450).
- Organization Costs: Costs for items such as incorporation fees, attorneys, or accountants in connection with establishment or reorganization of an entity are unallowable except with prior approval of the Federal awarding agency (§200.455).
- Pre-award Costs: Are only allowable to the extent that they would have been approved if incurred after the date of the Federal award and only with prior approval of the Federal awarding agency (§200.458).

9. SUBPART F – AUDIT REQUIREMENTS: HIGHLIGHTS

Subpart F sets forth the standards for audits of non-Federal entities expending Federal awards.

Increased Audit Threshold: One of the significant changes is the raised threshold which requires a non-Federal entity to have a single or program-specific audit conducted for any year in which the non-Federal entity expends $750,000 or more (up from $500,000) (§200.501(a)).

Making Audits Publicly Available: Auditees must make copies of their audit available for public inspection, ensuring that protected personally identifiable information is not included. Audit reports must be submitted to the Federal Audit Clearinghouse (FAC) and all Federal agencies, pass-through entities, and others interested in an audit report must obtain it from the FAC. Indian tribes may opt out of authorizing the FAC to publish the reporting package on the Web, but are then responsible for providing the reporting package directly to any affected pass-through entities and also making it available for public inspection (§200.512(b)(2)).

Federal Agency Responsibilities: §200.513 requires Federal agencies, including HUD, to:

- Appoint a Single Audit Accountable Official (SAAO) and a Single Audit Liaison;
- Participate in a government-wide project to determine the quality of single audits;
- Use cooperative audit resolution mechanisms to improve Federal program outcomes through better audit resolution follow-up and corrective action; and
- Develop a baseline, metrics, and targets to track, over time, the effectiveness of the Federal agency's process to follow up on audit findings and the effectiveness of Single Audits in improving non-Federal agency accountability and their use in making award decisions.

Audits and GAGAS: Audits must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) (§200.514(a)).

Higher Threshold for Known Questioned Costs: The threshold for known questioned costs has been increased to $25,000 from $10,000. As before, in evaluating the effect of questioned costs on its opinion on compliance, the auditor must consider the best estimate of total costs questioned (likely questioned costs), not just the questioned costs specifically identified (known questioned costs). The higher threshold amount is also used in several related aspects of auditing (§200.516(a).

Major Program Determinations and Low-Risk Auditees: Changes have been made to the auditor's risk-based approach for determining which Federal programs are major programs (§200.518). Auditees that meet the criteria for a low-risk auditee are eligible for reduced audit coverage (§200.520).

Transition Guidance: To ensure the uniform application of the requirements of Subpart F for all Federal programs, the requirements will be effective for audits of fiscal years starting December 26, 2014, or later. These revised audit requirements are not applicable to fiscal years beginning before that date.

10. 2 CFR PART 200 APPENDICES: A BRIEF DESCRIPTION

2 CFR part 200 contains 11 Appendices, briefly described here:

- Appendix I: This Appendix provides the full text of the notice of funding opportunities as required by §200.203, along with application and submission information, application review information, Federal award administration information, and Federal awarding agency contact(s) requirements.

- Appendix II: This Appendix contains required contract provisions for all contracts made by a non-Federal entity under a Federal award. The description of each provision should be sufficient for a non-Federal entity to determine if the provision needs to be included in a specific contract.

- Appendix III: This Appendix provides criteria for identifying and computing indirect cost rates at institutions of higher education (IHEs).

- Appendix IV: This Appendix provides guidance for identifying and assigning indirect costs and making rate determinations for nonprofit organizations.

- Appendix V: This Appendix provides guidance on a process for state and local governments to identify and assign central service costs to benefitted activities on a reasonable and consistent basis.

- Appendix VI: This Appendix extends requirements by the Department of Health and Human Services (HHS) on developing, documenting, submitting, negotiating, and approving public assistance cost allocation plans to all Federal agencies whose

programs are administered by a state public assistance agency. (Most such programs are funded by HHS; few, if any, are funded by HUD.)

- Appendix VII: This Appendix provides guidance to state and local governments and Indian tribes on developing, submitting and documenting indirect cost rate proposals.
- Appendix VIII: This Appendix lists those nonprofit organizations that are exempted from the requirements of Subpart E, *Cost Principles*.
- Appendix IX: This Appendix makes clear that existing principles at 45 CFR Part 74 Appendix E, *Principles for Determining Cost Applicable to Research and Development under Grants and Contracts with Hospitals*, remains in effect until OMB implements revised guidance for hospitals.
- Appendix X: This Appendix states that the Data Collection Form SF-SAC for Single Audits is available on the Federal Audit Clearinghouse (FAC) website. The FAC website address http://harvester.census.gov/sac/, given in §200.36, *Federal Audit Clearinghouse (FAC)*, for accessing the FAC, was valid as of the issuance of this Notice.
- Appendix XI: This Appendix states that the audit compliance supplement for Single Audits cited by §200.21, *Compliance supplement*, is available on OMB's website, and provides an address (http://www.whitehouse.gov/omb/circulars) that was valid for accessing the supplement as of the issuance of this Notice.

II. GENERAL TRANSITION RULES

HUD's regulations adopting the requirements of 2 CFR part 200 for HUD programs were published in the Federal Register on December 19, 2014 (https://www.federalregister.gov/articles/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform). Questions have been raised about the applicability of these requirements. The following applies:

- Federal awards made before December 26, 2014, will continue to be governed by the terms and conditions of the Federal award. The grant agreements for some HUD programs (e.g., Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grants, Indian Housing Block Grants, Native Hawaiian Block Grants, Indian Community Development Block Grants) incorporate the regulations "as now in effect and as may be amended from time to time" and, therefore, 2 CFR part 200 will be applicable to these grants.
- New Federal awards made on or after December 26, 2014, are governed by 2 CFR part 200, including formula awards.

- For Federal agencies that consider incremental funding action on previously made awards to be opportunities to change award terms and conditions, 2 CFR part 200 applies to the first funding increment issued on or after December 26, 2014, and any subsequent funding increment. Awards made before then that have been modified on or after that date in ways that do not increase the funding amount (such as a no-cost extension, or more frequent reporting) will continue to be governed by the terms and conditions of the Federal award. As a result, 2 CFR part 200 will not apply to such awards unless there is another requirement that makes that part apply to them.
- For Federal agency incremental funding actions that are subject to 2 CFR part 200, non-Federal entities are not obligated to segregate or otherwise track old funds and new funds but may do so at their discretion. For example, a non-Federal entity may track the old funds and continue to apply the Federal award flexibilities to the funding awarded under the old rules (e.g., local ability to issue fixed price subawards, non-Federal entity determination of the need to incur administrative and clerical salaries based on major project classification).
- For Federal awards made with modified award terms and conditions at the time of incremental funding actions, Federal awarding agencies may apply 2 CFR part 200 to the entire Federal award that is uncommitted or unobligated as of the Federal award date of the first increment received on or after December 26, 2014.
- Existing negotiated indirect cost rates will remain in place until they are due to be re-negotiated. HUD and indirect cost negotiating agencies will use 2 CFR part 200, both in generating proposals and negotiating new rates (when the rate is due to be re-negotiated) for non-Federal entities' fiscal years that start on or after December 26, 2014.
- The effective date of 2 CFR part 200 for subawards is the same as the effective date of 2 CFR part 200 for the Federal award from which the subaward is made. The requirements for a subaward, no matter when made, flow from the requirements of the original Federal award from the Federal awarding agency.
- Subpart F, Audit requirements, applies to audits of non-Federal entity fiscal years beginning on or after December 26, 2014. The revised audit requirements are not applicable to fiscal years beginning before that date.

OMB provided additional guidance on the effective dates in its Frequently Asked Questions updated November 2014:

Q.110-13 (Previously Q II-2) Effective Dates and Federal Awards Made Previously

Will this apply only to awards made after the effective date, or does it apply to awards made earlier?

•Once the Uniform Guidance goes into effect for non-Federal entities, it will apply to Federal awards or funding increments after that date, in cases where the Federal agency considers funding increments to be an opportunity to modify the terms and conditions

of the Federal award. It will not retroactively change the terms and conditions for funds a non-Federal entity has already received.

•We would anticipate that for many of the changes, non-Federal entities with both old and new awards may make changes to their entity-wide policies (for example to payroll or procurement systems). Practically speaking, these changes would impact their existing/older awards. Non-Federal entities wishing to implement entity-wide system changes to comply with the Uniform Guidance after the effective date of December 26, 2014 will not be penalized for doing so.

12. CONFORMING PROGRAM REGULATIONS AND GUIDANCE

HUD will publish conforming rule changes for its programs and will provide notification of these changes when they are made. These changes will update the program regulations to revise the sections that refer to the OMB Circulars and HUD regulations in 24 CFR parts 84 and 85, as well as to reflect the provisions of 2 CFR part 200 that are not applicable because they are inconsistent with a program statute or because OMB has given an exception to specific requirements.

HUD recognizes that there may be uncertainty pending publication of the conforming program regulations. The provisions of 2 CFR part 200 apply, consistent with the exceptions given to the HUD program for requirements which are detailed in the 2013 edition of the Code of Federal Regulations in 2 CFR parts 215, 220, 225, and 230, 24 CFR parts 84 and 85, and OMB Circulars. HUD will notify recipients through program regulations, grants or cooperative agreements, or other guidance, which subparts are applicable to specific programs.[3]

13. ADDITIONAL RESOURCE MATERIALS

Grant recipients are strongly encouraged to review this information to obtain a better understanding of the uniform guidance and its implications for their Federal awards. The Council on Financial Assistance Reform (COFAR) has provided additional tools to assist in the transition including:

a. Frequently Asked Questions for New Uniform Guidance at 2 CFR 200: The FAQ For 2 CFR 200 (https://cfo.gov/wp-content/uploads/2014/11/2014-11-26-Frequently-Asked-Questions.pdf).

b. Uniform Guidance Crosswalk from Existing Guidance to Final Guidance: http://www.whitehouse.gov/sites/default/files/omb/fedreg/2013/uniform-guidance-crosswalk-from-predominate-source-in-existing-guidance.pdf.

[3] Separate guidance will be issued as necessary to identify and clarify whether all provisions of part 200 apply to the Section 8 project-based and tenant-based programs, particularly with respect to financial management requirements and alternative requirements. This guidance will be based, in part, on the treatment of this assistance in CMS Contract Management Services et al v. Massachusetts Housing Finance Agency v. United States for which the Solicitor General has sought certiorari from the Supreme Court (745 F.3d 1379 (Fed. Cir. 2014)).

c. COFAR Webcast Trainings & Slides:

i. Uniform Guidance 1-27-14 Training Webcast
COFAR Training Intro 1-27-14
http://youtu.be/SOET4b-7mv8

ii. COFAR Training Administrative Requirements 1-27-14
http://youtu.be/BP3I3Pj1LIQ
Link to the Training Webcast Presentation Slides
COFAR Training Administrative Requirements 1-27-14 Slides
https://cfo.gov/wp-content/uploads/2014/01/COFAR-Uniform-Guidance-Training-Administrative-Requirements-Public.pptx

iii. COFAR Training Cost Principles 1-27-14
http://youtu.be/q0rWXdv2ICM
Link to the Training Webcast Presentation Slides
COFAR Training Cost Principles 1-27-14 Slides
https://cfo.gov/wp-content/uploads/2014/01/COFAR-Uniform-Guidance-Training-Cost-Principles-Public.pptx

iv. COFAR Training Audit Requirements 1-27-14
http://youtu.be/g-U8HGbbC-Y
Link to the Training Webcast Presentation Slides
COFAR Training Audit Requirements 1-27-14 Slides
https://cfo.gov/wp-content/uploads/2014/01/COFAR-Uniform-Guidance-Audit-Requirements-Public.pptx

v. Uniform Guidance Implementation: A Conversation Presented by the Council on Financial Assistance Reform; October 2, 2014
https://www.youtube.com/channel/UCL7wVVxWl4pRHL6cHgj0vVQ/videos

14. UPCOMING TRAINING AND ADDITIONAL GUIDANCE

Additional upcoming training and/or guidance by COFAR will be publicized on its website; recipients of Federal financial assistance, and their subrecipients and contractors, are encouraged to periodically check https://cfo.gov/cofar/. HUD is also planning program-specific guidance and additional training, including an on-line financial management curriculum that integrates and highlights the requirements of 2 CFR part 200, and will provide notification of such when developed. In addition, we have established an internal Frequently Asked Questions (FAQ) Outlook mailbox in the Grants Management and Oversight Division of the Office of Strategic Planning and Management to which HUD employees may address implementation questions. Questions can be sent to the email address: **2 CFR 200 Administrative Requirements@hud.gov.**

15. CONTACTS FOR QUESTIONS

Questions from grant recipients, subrecipients and contractors should be directed to their HUD Headquarters or Field Office contacts, Government Technical Representatives (GTRs) or Government Technical Monitors (GTMs).

For HUD Headquarters and field office staff, operational questions should be directed to the Office of Strategic Planning and Management's Grants Management and Oversight Division at (202) 402-3964 (this is not a toll-free number), or Loyd.LaMois@hud.gov, and policy questions should be directed to the Office of the Chief Financial Officer's Financial Policy & Procedures Division at (202) 402-2277 or Scott.Moore@hud.gov. Persons with hearing or speech impairments may access the number above through TTY by calling the toll-free Federal Relay Services at (800) 877-8339.

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Appendix X to Part 200—Data Collection Form (Form SF-SAC)
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Meeting of December 13, 2016 Resolution No. 708-2016

Reviewed By
Office of Town Attorney

WHEREAS, Leonard Genova, Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated November 30, 2016 and December 5, 2016, have advised that pursuant to the Town's Procurement Policy, law firms were recently solicited to assist the Office of the Town Attorney with respect to a civil action entitled *Romano, et al. v. Town of Oyster Bay, et al.* that was commenced in the United States District Court for the Eastern District of New York; and

WHEREAS, after a review of the responding firms' qualifications, experience, and references, the Office of the Town Attorney recommends that Milber Makris Plousadis & Seiden, LLP, 1000 Woodbury Road, Suite 402 Woodbury, New York 11797 be retained to assist the Office of the Town Attorney with said litigation; and

WHEREAS, by the same memoranda, the Office of the Town Attorney indicated that partners and senior attorneys shall bill the Town at a rate of $200.00 per hour, junior associates shall bill at a rate of $185.00 per hour, and paralegals at a rate of $85.00 per hour. Any appearance in connection with discovery or other pre-trial matters shall be billed at a flat rate of $250.00 per appearance, with trial work to be billed at the rate of $1,500.00 per day of trial, with funds to be drawn from Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and Milber Makris Plousadis & Seiden, LLP, 1000 Woodbury Road, Suite 402 Woodbury, New York 11797 is hereby authorized to provide legal services for the Town in connection with the action entitled *Romano, et al. v. Town of Oyster Bay, et al.*, in an amount not to exceed $15,000.00 at a rate of $200.00 per hour for partners and senior attorneys, $185.00 per hour for junior associates $85.00 per hour for paralegals, a flat rate of $250.00 for discovery and pre-trial court appearances, and trial appearances at a flat rate of $1,500.00 per day of trial; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

114 708

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : November 30, 2016

SUBJECT : Award of RFP for Outside Counsel
Romano, et al. v. Town of Oyster Bay, et al.

This Office is preparing a resolution relative to the award of an RFP for outside counsel to provide defense against a civil action that was commenced in the United States District Court for the Eastern District of New York. The complaint in that action involves several claims that seek to impose liability upon the Town on environmental tort theories.

In connection with this resolution, a supplemental memorandum will follow, outlining the details of the RFP. Consequently, kindly reserve a space on the upcoming docket so that this matter may be placed on the Town Board action calendar of December 13, 2016.

LEONARD GENOVA
TOWN ATTORNEY

Matthew M. Rozea
Assistant Town Attorney

cc: Town Attorney (with 10 copies)

S:\Attorney\RESOS 2016\MD & RESO\Environmental Liability RFP MMR.docx

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : November 30, 2016

SUBJECT : Award of RFP for Outside Counsel
Romano, et al. v. Town of Oyster Bay, et al.

This Office is preparing a resolution relative to the award of an RFP for outside counsel to provide defense against a civil action that was commenced in the United States District Court for the Eastern District of New York. The complaint in that action involves several claims that seek to impose liability upon the Town on environmental tort theories.

In connection with this resolution, a supplemental memorandum will follow, outlining the details of the RFP. Consequently, kindly reserve a space on the upcoming docket so that this matter may be placed on the Town Board action calendar of December 13, 2016.

LEONARD GENOVA
TOWN ATTORNEY

Matthew M. Rozea
Assistant Town Attorney

cc: Town Attorney (with 10 copies)

S:\Attorney\RESOS 2016\MD & RESO\Environmental Liability RFP MMR.docx

OFFICE OF THE TOWN ATTORNEY
FILE COPY

85

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : December 5, 2016

SUBJECT : Request for Proposals
Special Counsel to the Town for Environmental Litigation
Romano v. Town of Oyster Bay, et al.
Supplemental Memorandum to Docket Item #74 (November 29, 2016)

Pursuant to the Town of Oyster Bay Procurement Policy, the Office of the Town Attorney recently solicited law firms to represent the Town in connection with a civil action that was commenced in the United States District Court for the Eastern District of New York entitled *Romano, et al. v. Town of Oyster Bay, et al.*

Given the complexity of the claims asserted in that action, together with the specialized knowledge and resources that will be required to defend against said claims, this Office solicited proposals from seven law firms that have experience handling such claims. Three (3) responses to the RFP were received by the deadline established in the RFP, each of which included a synopsis of the firms' qualifications, experience, and references.

Pursuant to Guideline 9 of the Procurement Policy, and after a thorough investigation and a review of the qualifications, this Office now recommends the following Firm be retained to assist the Office of the Town Attorney with respect to the foregoing:

Milber Makris Plousadis & Seiden, LLP
1000 Woodbury Road, Suite 402
Woodbury, New York 11797

Under the proposal submitted by the Firm, partners and senior attorneys shall bill the Town at a rate of $200.00 per hour, junior associates shall bill at a rate of $185.00 per hour, and paralegals at a rate of $85.00 per hour. Any appearance in connection with discovery or other pre-trial matters shall be billed at a flat rate of $250.00 per appearance, with trial work to be billed at the rate of $1,500.00 per day of trial. This authorization shall be in an amount not to exceed $15,000.00 with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

Accordingly, attached hereto for Town Board consideration is a proposed resolution appointing the above referenced firms as special counsel to the Town of Oyster Bay for purposes of representing the Town in connection with *Romano, et al. v. Town of Oyster Bay, et al.* Legal services to be provided under this award will not occur until the first week of January, 2017.

LEONARD GENOVA
TOWN ATTORNEY

Matthew M. Rozea
Assistant Town Attorney

Reviewed By
Office of Town Attorney

WHEREAS, Leonard Genova, Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated November 30, 2016 and December 5, 2016, have advised that pursuant to the Town's Procurement Policy, law firms were recently solicited to assist the Office of the Town Attorney with respect to a civil action entitled *Romano, et al. v. Town of Oyster Bay, et al.* that was commenced in the United States District Court for the Eastern District of New York; and

WHEREAS, after a review of the responding firms' qualifications, experience, and references, the Office of the Town Attorney recommends that Milber Makris Plousadis & Seiden, LLP, 1000 Woodbury Road, Suite 402 Woodbury, New York 11797 be retained to assist the Office of the Town Attorney with said litigation; and

WHEREAS, by the same memoranda, the Office of the Town Attorney indicated that partners and senior attorneys shall bill the Town at a rate of $200.00 per hour, junior associates shall bill at a rate of $185.00 per hour, and paralegals at a rate of $85.00 per hour. Any appearance in connection with discovery or other pre-trial matters shall be billed at a flat rate of $250.00 per appearance, with trial work to be billed at the rate of $1,500.00 per day of trial, with funds to be drawn from Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and Milber Makris Plousadis & Seiden, LLP, 1000 Woodbury Road, Suite 402 Woodbury, New York 11797 is hereby authorized to provide legal services for the Town in connection with the action entitled *Romano, et al. v. Town of Oyster Bay, et al.*, in an amount not to exceed $15,000.00 at a rate of $200.00 per hour for partners and senior attorneys, $185.00 per hour for junior associates $85.00 per hour for paralegals, a flat rate of $250.00 for discovery and pre-trial court appearances, and trial appearances at a flat rate of $1,500.00 per day of trial; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

Meeting of December 13, 2016 Resolution No. 710-2016

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated November 30, 2016, recommended that the Town Board authorize a refund in the amount of $451.25 (after applying an administrative fee of $23.75), to Ms. Daniella Cochran,104 School Street, Oyster Bay, N.Y. 11771, for her children's registration in the Summer Program at Theodore Roosevelt Memorial Park, because of difficulties the children faced attending the program,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Daniella Cochran, in the amount of $451.25, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02001 510 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)
Parks

710

Town of Oyster Bay

Inter-Departmental Memo

To: Memorandum Docket

From: Frank A. Nocerino, Commissioner
Department of Parks

Date: November 30, 2016

Subject: Refund of Summer Recreation Registration Fee – Ms. Daniella Cochran

In response to a request from Ms. Daniella Cochran regarding a refund for her children's registration fee to the Town of Oyster Bay's Summer Recreation Program located at Theodore Roosevelt Memorial Park, please find an Inter-Departmental Memorandum from Diane Ramos, Recreation Supervisor II, recommending a refund.

Ms. Cochran enrolled her three children, [redacted] Cochran, in the Town's Summer Recreation Program, Receipt No. 427, attached, in the amount of four hundred seventy-five dollars ($475.00) for the 2016 summer season. Ms. Cochran's children experienced some difficult interaction issues with other camp attendees. She suggested remedies to the situation that the Parks Department will examine, however, in light of the difficulties that she states her children experienced, the Parks Department believes a refund is in order.

Registration fee, one child	$475.00
5% Administrative fee	- 23.75
Total Refund	$451.25

It is respectfully requested that the Town Board authorize a refund in the amount of four hundred fifty-one dollars and twenty five cents ($451.25), which includes a five percent (5%) administrative fee, to Ms. Cochran. Funds are available in account PKS A 0001 02001 510 0000.

Frank A. Nocerino
Commissioner

FAN:CA
Attachments
cc: Office of the Town Attorney (with 10 copies)

Town of Oyster Bay
Inter-Departmental Memo

November 15, 2016

TO : Frank Nocerino, Commissioner of Parks

FROM : Diane H. Ramos, Recreation Supervisor II

SUBJECT: Refund of Summer Recreation Fee – Ms. Daniella Cochran

A refund has been requested by Ms. Daniella Cochran for the registration fee for the Town's 2016 Summer Recreation program.

Ms. Cochran registered her three children at the program at Theodore Roosevelt Beach for a total of $475 for the summer. Although Ms. Cochran was complimentary of our program and overall staff, her children were having some difficulties adjusting to the program.

Therefore, I would suggest the Town approve the refund.

Diane H. Ramos
Recreation Supervisor II

C: George Baptista, Deputy Commissioner of Parks
Michael Schwalje, Deputy Commissioner of Parks

Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758-1281

Summer Recreation

GENERAL RECREATION RECEIPT

No. 427

Last Name Cochran [redacted] M. I.

Address 104 School St. Town Oy. Bay

Age 4, 5, 6 Phone Pass No.

Groups

Facility Roosevelt

Amount $475 Check (✓) No. 523

Addl. Names [redacted]

Received By Date 6/17/16

Sign 9/15/16

White - Office
Canary - Accounting
Pink - Registrant
Goldenrod - Instructor

This Administrative Fee is Not Refundable

Summer Recreation
Roosevelt

CHASE

161097

Deposit cash or checks at a
Chase DepositFriendly(SM) ATM.
An image of your check can
be printed on your receipt.

My Transaction Summary

****

Transaction #233
Account Number Ending In: 0206
Checking Deposit $4,650.00

Further review may result in delayed
availability of this deposit

JPMorgan Chase Bank, N.A.
North Massapequa, Branch 000200
1-800-935-9935
Member FDIC, Equal Housing Lender
Please keep your receipt
06/20/2016 14:02

Business Date 06/20/2016
Session #89

Thank you - Sherine
Cashbox #03

PRODUCT 100045 8D106 (COPY)
DEPOSIT RECORD COPY
1-2-210

TOWN OF OYSTER BAY

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

DATE 6/20/16
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAW
LIST CHECKS SINGLY OR ATTACH LIS

	DOLLARS	CENTS
CURRENCY		
COIN		
CHECK I.D 1455	275	
1740		
692		
1528		
5489		
694		
1088		
110		
1951		
0993	275	
1130	375	
461	475	
1176	✓	
523	475	
$	4650	

PLEASE ENTER TOTAL HERE

Checks and other items are received for depo
subject to the provisions of the Uniform Commer
Code or any applicable collection agreeme

161097 $ 4650 1

Meeting of December 13, 2016

Resolution No. 711-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated December 2, 2016, requested Town Board authorization, to implement the attached Town of Oyster Bay Department of Parks Field Permit and Equipment Fee Schedule,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to implement the attached Town of Oyster Bay Department of Parks Field Permit and Equipment Fee Schedule.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

TOWN OF OYSTER BAY DEPARTMENT OF PARKS

FIELD PERMIT FEE SCHEDULE AND EQUIPMENT RENTAL FEES

FIELD PERMIT FEE SCHEULE

NON-REFUNDABLE FILING PERMIT FEE (One FIELD per application): Residents: $50.00; Non-Residents: $75.00

TIER #	TIER DESCRIPTION	FIELD FEES (Non-Tournaments)	LIGHT PREMIUM	Tournament/Fundraiser Fees (Youth and Adult)
TIER 1	**TOWN OF OYSTER BAY** Youth-based Community Leagues, Local non-profit groups, civic organizations, local schools, and charitable events.	Grass: NO CHARGE Turf: NO CHARGE	NO CHARGE (except during tournaments)	Grass: $400 per field/per day Turf: $750 per field/per day ***LIGHT PREMIUM APPLIES***
TIER 2	**TOWN OF OYSTER BAY FOR-PROFIT** Youth and Adult Leagues, including Travel Teams	Grass: $50 per hour Turf: $100 per hour	$20 per hour	Grass: $700 per field/per day Turf: $1450 per field/per day ***LIGHT PREMIUM APPLIES***
TIER 3	**NON-RESIDENT** Youth and Adult Leagues, Groups, Schools, including Travel Teams (Profit AND Non Profit)	Grass: $60 per hour Turf: $120 per hour	$20 per hour	Grass: $800 per field/per day Turf: $1550 per field/per day ***LIGHT PREMIUM APPLIES***

EQUIPMENT RENTAL FEES

EQUIPMENT TYPE	PERMIT FEE	TIME PERIOD	DELIVERY AND SET-UP
SHOW MOBILE	$ 100	PER HOUR	$75
PORTABLE LIGHTS	$ 75 PER DAY $500 PER WEEK $ 1000 PER MONTH	DAY – 6 HOUR MIN WEEK—7 DAYS MONTH—30 DAYS	$75 PER LIGHT
MOBILE BLEACHER	$100 PER DAY	6—24 HOUR MIN	$100
PORTABLE BLEACHERS	$75 PER DAY	6 HOUR MIN	$75
GOLF CARTS (EACH)	$30 PER DAY	6 HOUR MIN	$50 PER CART

Town of Oyster Bay

Inter-Departmental Memo

To:	Memorandum Docket
From:	Frank A. Nocerino, Commissioner Department of Parks
Date:	November 28, 2016
Subject:	Proposed Town of Oyster Bay Field and Equipment Permit Fee Schedule

The Department of Parks will submit a formal request for the approval of fees for the issuance of field and equipment permits in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board Meeting to be held on December 13, 2016.

Frank A. Nocerino
Commissioner

FAN:GB:ca
Attachments
cc: Office of the Town Attorney (with 10 copies)

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner
Department of Parks

DATE: December 2, 2016

SUBJECT: Supplemental Memo Docket of November 29, 2016, Item #60
Proposed Town of Oyster Bay Field Permit and Equipment Fee Schedule

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In order to effectively regulate and allocate athletic field time and distribution of equipment, as well as comply with the provision of Town Code Section 168-3 Payment of Charges, the Department of Parks respectfully requests adoption of the attached "Town of Oyster Bay – Department of Parks Field Permit and Equipment Fee Schedule."

Please note that these new fees shall remain in effect until revised and amended by the Town Board.

Promulgation of rules and regulations for the issuance of field and equipment permits and the collection of the commensurate fees will be established by the Commissioner of Parks or his designee.

The fees will become effective for permits issued after the adoption date of this fee schedule. Monies collected for the issuance of the permits will be deposited into the Parks General account, PKS A 0001 02025 5230000.

Frank A. Nocerino
Commissioner

FAN:CA
Attachments
cc: Office of the Town Attorney (with 10 copies)

TOWN OF OYSTER BAY DEPARTMENT OF PARKS

FIELD PERMIT FEE SCHEDULE AND EQUIPMENT RENTAL FEES

FIELD PERMIT FEE SCHEULE

NON-REFUNDABLE FILING PERMIT FEE (One FIELD per application): Residents: $50.00; Non-Residents: $75.00

TIER #	TIER DESCRIPTION	FIELD FEES (Non-Tournaments)	LIGHT PREMIUM	Tournament/Fundraiser Fees (Youth and Adult)
TIER 1	**TOWN OF OYSTER BAY** Youth-based Community Leagues, Local non-profit groups, civic organizations, local schools, and charitable events.	Grass: NO CHARGE Turf: NO CHARGE	NO CHARGE (except during tournaments)	Grass: $400 per field/per day Turf: $750 per field/per day ***LIGHT PREMIUM APPLIES***
TIER 2	**TOWN OF OYSTER BAY FOR-PROFIT** Youth and Adult Leagues, including Travel Teams	Grass: $50 per hour Turf: $100 per hour	$20 per hour	Grass: $700 per field/per day Turf: $1450 per field/per day ***LIGHT PREMIUM APPLIES***
TIER 3	**NON-RESIDENT** Youth and Adult Leagues, Groups, Schools, including Travel Teams (Profit AND Non Profit)	Grass: $60 per hour Turf: $120 per hour	$20 per hour	Grass: $800 per field/per day Turf: $1550 per field/per day ***LIGHT PREMIUM APPLIES***

EQUIPMENT RENTAL FEES

EQUIPMENT TYPE	PERMIT FEE	TIME PERIOD	DELIVERY AND SET-UP
SHOW MOBILE	$ 100	PER HOUR	$75
PORTABLE LIGHTS	$ 75 PER DAY $500 PER WEEK $ 1000 PER MONTH	DAY – 6 HOUR MIN WEEK—7 DAYS MONTH—30 DAYS	$75 PER LIGHT
MOBILE BLEACHER	$100 PER DAY	6—24 HOUR MIN	$100
PORTABLE BLEACHERS	$75 PER DAY	6 HOUR MIN	$75
GOLF CARTS (EACH)	$30 PER DAY	6 HOUR MIN	$50 PER CART

Meeting of December 13, 2016 Resolution No. 712-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, Division of Recreation, by memorandum dated November 18, 2016, requested and recommended Town Board authorization to collect an entry administrative fee of six hundred and fifty dollars ($650.00) per team for the Town of Oyster Bay Men's Softball League 2017 summer season,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Department of Parks is hereby authorized to collect the above referenced fees, and be it further

RESOLVED, That each team participating in the above referenced Softball League will be required to submit a Certificate of Insurance and endorsement naming the Town of Oyster Bay as additional insured, in the amount of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Town of Oyster Bay

Inter-Departmental Memo

To: Memorandum Docket

From: Frank A. Nocerino, Commissioner
Department of Parks

Date: November 18, 2016

Subject: Town of Oyster Bay Men's Softball League

The Department of Parks, Division of Recreation, respectfully requests Town Board authorization to conduct the Town of Oyster Bay Men's Softball League. Permission to operate the league requires the adoption of an entry fee of six hundred fifty dollars ($650.00). The entry fee provides the funds to purchase trophies, softballs, TOB league apparel (t-shirts) and a grand prize for the league champions. This fee, which is competitive with other regional adult leagues, represents an increase from the previous rate of two hundred dollars ($200.00). The entry fee shall remain in effect until revised or amended by the Town Board after recommendation by the Commissioner of the Department of Parks.

Teams that request to participate in the Town of Oyster Bay Men's Softball League will be required to submit a copy of its general liability insurance, in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate and an endorsement naming the Town as an additional insured.

The Commissioner of the Department of Parks will establish the length of the season, dates and times, as well as the location of the games to utilize the facilities to the greatest benefit of the league and the residents of the Town of Oyster Bay.

Funds collected will be deposited into a self-sustaining account entitled "Recreation Special Events Account."

Frank A. Nocerino
Commissioner

FAN:JD
cc: Office of the Town Attorney (with 10 copies)

Meeting of December 13, 2016 Resolution No. 713-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated December 2, 2016, recommended that the Town Board authorize a refund in the amount of $237.50 (after applying an administrative fee of $12.50), to Mr. Richard DiLeonardo, 7 Sager Lane, Massapequa N.Y. 11758, for his membership fee at the Honorable Joseph Colby Town of Oyster Bay Golf Course, because he could not utilize the golf course due to an injury that required surgery,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Mr. Richard DiLeonardo, in the amount of $237.50, and payment of said refund is to be made upon presentation of a duly certified claim therefore, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02025 523 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)
Parks

713

Town of Oyster Bay

Inter-Departmental Memo

To: Memorandum Docket

From: Frank A. Nocerino, Commissioner
Department of Parks

Date: November 28, 2016

Subject: Refund of Golf Membership Fee – Mr. Richard DiLeonardi

---

The Department of Parks will submit a formal request for the refund of fees collected for the above noted resident's golf membership at the Town of Oyster Bay, Honorable Joseph Colby Golf Course. The circumstances and requisite documentation regarding the refund will be submitted in a supplemental memorandum. Therefore, we recommend and request for a space to be reserved at the next Town Board Meeting which will be held on December 13, 2016.

Frank A. Nocerino
Commissioner

FAN:CA
Attachments
cc: Office of the Town Attorney (with 10 copies)

Town of Oyster Bay

Inter-Departmental Memo

To: Memorandum Docket

From: Frank A. Nocerino, Commissioner
Department of Parks

Date: December 2, 2016

Subject: Refund of Golf Membership Fee – Mr. Richard DiLeonardo

The Department of Parks is in receipt of correspondence, dated June 29, 2016, from Mr. Richard DiLeonardo requesting a refund of his membership fee at the Honorable Joseph Colby Town of Oyster Bay Golf Course.

Mr. DiLeonardo is requesting a refund membership fee in the amount of two hundred and fifty dollars ($250). Mr. DiLeonardo was unable to utilize the golf course this season due to a shoulder/bicep condition that required surgery.

Golf Club Membership	$250.00
5% Administrative fee	- 12.50
Total Refund	$237.50

It is respectfully requested that the Town Board authorize a refund in the amount two hundred thirty seven dollars and fifty cents ($237.50) which includes a five percent (5%) administrative fee, to Mr. Richard DiLeonardo. Funds are available in account PKS A 0001 02025 523 0000.

Frank A. Nocerino
Commissioner

FAN:CA
Attachments
cc: Office of the Town Attorney (with 10 copies)

Meeting of December 13, 2016 Resolution No. 714-2016

Reviewed By
Office of Town Attorney

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated December 5, 2016, recommended that the Town Board authorize a refund in the amount of $308.75 (after applying an administrative fee of $16.25), to Mr. Joseph Cauciella, 6 Julian Street, Hicksville, N.Y. 11801, for his membership fee at the Honorable Joseph Colby Town of Oyster Bay Golf Course, because he could not utilize the golf course due to an injury,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Mr. Joseph Cauciella, in the amount of $308.75, and payment of said refund is to be made upon presentation of a duly certified claim therefore, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02025 523 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)
Parks

Town of Oyster Bay

Inter-Departmental Memo

To: Memorandum Docket

From: Frank A. Nocerino, Commissioner
Department of Parks

Date: November 28, 2016

Subject: Refund of Golf Membership Fee – Mr. Joseph Cauciella

The Department of Parks will submit a formal request for the refund of fees collected for participation in the Town of Oyster Bay Golf Course "Men's Club." The circumstances and requisite documentation regarding the proposed refund will be submitted in a supplemental memorandum. Therefore, we recommend and request for a space to be reserved at the next Town Board Meeting which will be held on December 13, 2016.

Frank A. Nocerino
Commissioner

FAN:CA
Attachments
cc: Office of the Town Attorney (with 10 copies)

Town of Oyster Bay

Inter-Departmental Memo

To:	Memorandum Docket
From:	Frank A. Nocerino, Commissioner Department of Parks
Date:	December 5, 2016
Subject:	Supplemental Memo Docket of November 29, 2016, Item #62 Refund of Golf Membership Fee – Mr. Cauciella, J.

The Department of Parks is in receipt of correspondence, dated June 29, 2016, from Mr. Joseph Cauciella requesting a refund of his membership fee as part of the Saturday Men's Golf Club at the Honorable Joseph Colby Town of Oyster Bay Golf Course.

Mr. Cauciella is requesting a refund for his portion of the club's membership fee in the amount of three hundred twenty-five dollars ($325.00) because he was not able to participate in playing golf this season due to a hip problem.

Saturday Men's Golf Club Membership	$325.00
5% Administrative fee	- 16.25
Total Refund	$308.75

It is respectfully requested that the Town Board authorize a refund in the amount three hundred eight dollars and seventy-five cents ($308.75) which includes a five percent (5%) administrative fee, to Mr. Joseph Cauciella. Funds are available in account PKS A 0001 02025 523 0000.

Frank A. Nocerino
BY

Frank A. Nocerino
Commissioner

FAN:CA
Attachments
cc: Office of the Town Attorney (with 19 copies)

June 29 - 2016

Comm. Frank Nocerino

Unable to Golf this season from April for 6 months. Due to a Hip Problem, which will be solved with a Hip Replacement July 20. Thank You for considering refunding Tee Time Fees & Membership Fee for the season. First time in 50 years I miss playing Golf for a whole season.

Thank You
Joe Carcilla

ok
7/1/16

EXEMPTED BY STATUTE

SW CNYRx[illegible] P Pad 11 of 20 12/11/2016 N

OFFICIAL NEW YORK STATE PRESCRIPTION

Mr J Caudella
6 Julian St
Hicksville NY 11801-2226

MOSHE H SHIRAZI MD PLLC

MOSHE H SHIRAZI MD
LIC. 196396
NPI: 1215000914
DEA: BS4691982

700 OLD COUNTRY RD SUITE 202 PLAINVIEW, NY 11803 (516) 433-4828

PRACTITIONER DEA NUMBER

Patient Name Joseph Caudella Date 6/20/16

Address

City State Zip Age Sex M F

℞ Please note patient has severe left Hip pain & Arthritis He is awaiting surgery & cannot play Golf

LEP Preferred Language

Prevent medication errors. Please see back of prescription.

MAXIMUM DAILY DOSE (controlled substances only)

Prescriber Signature, X

THIS PRESCRIPTION WILL BE FILLED GENERICALLY UNLESS PRESCRIBER WRITES 'daw' IN THE BOX BELOW

REFILLS ☐ None Refills:

PHARMACIST TEST AREA:

Dispense As Written

8SWNQ9 05

EXEMPTED BY STATUTE

GOLF COURSE ADMISSIONS
J S HOWES RD
HOUDBURY NY 11797

Bank ID: 6001
Merchant ID: [illegible]
Term ID: 003

Sale

XXXXXXXXXXXX7113
MASTERCARD Entry Method: Swiped

Total: $ 12,675.00

03/30/16 12:10:42
Inv #: 000006 Appr Code: 04761C
Apprvd: Online Batch#: 090001
Retrieval Ref.#: 13196000

Customer Copy

HAVE A NICE DAY

SAT MENS CLUB

GOLF COURSE ADMISSIONS
J S HOWES RD
HOUDBURY NY 11797

Bank ID: 6001
Merchant ID: [illegible]
Term ID: 003

Sale

XXXXXXXXXXXX7113
MASTERCARD Entry Method: Swiped

Total: $ 12,675.00

03/30/16 12:10:42
Inv #: 000006 Appr Code: 04761C
Apprvd: Online Batch#: 090001
Retrieval Ref.#: 13196000

[illegible] account
[illegible] agreement
(Merchant [illegible] your [illegible])

X [signature]
[illegible]

[illegible]

[illegible]

John Venditto
Town Supervisor
627

7233401

JOSEPH CAUCIELLA

GC
SM

2016 Golf Course

Meeting of December 13, 2016 Resolution No. 715-2016

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated November 28, 2016, recommended that a refund in the amount of $10.00 be authorized for Mr. Paul DiNunzio, 5 Seneca Street West, Massapequa N.Y. 11758, for his overpayment of beaching fee for his vessel at the Joseph J. Saladino Memorial Marina at Today, since he previously purchased a Seasonal Entrance permit which includes the fee,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Mr. Paul DiNunzio, in the amount of $10.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02025 525 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)
Parks

63

715

Town of Oyster Bay

Inter-Departmental Memo

To:	Memorandum Docket
From:	Frank A. Nocerino, Commissioner Department of Parks
Date:	November 28, 2016
Subject:	Refund of a Beached Vessel Fee – Paul DiNunzio

The Department of Parks is in receipt of correspondence from Mr. Paul DiNunzio requesting a ten dollar ($10.00) refund for a Beached Vessel Fee received at the Joseph J. Saladino Memorial Marina at Tobay Beach that was erroneously applied.

On April 7, 2016, Mr. DiNunzio purchased a "Seasonal Entrance Permit" which permits entry to the marina at a reduced rate and further permitting beaching of a vessel adjacent to the marina. On July 27, 2016, Mr. DiNunzio "beached "his boat adjacent to the boat basin at the Joseph J. Saladino Memorial Marina. During the course of beaching his boat he was approached by a Parks Department employee who incorrectly charged and collected a $10.00 beaching fee from Mr. DiNunzio. The staff member was unaware that the seasonal entrance permit negated the collection of the beaching fee.

Based on the circumstances outlined above, and corroborated with supporting documents, the Department of Parks requests that the Town Board authorize a refund of $10.00 after waiving a the 5% administration fee.

Kindly debit account PKS A 0001 02025 525 0000.

Frank A. Nocerino
Commissioner

FAN:CA
Attachments
cc: Office of the Town Attorney (with 10 copies)

TOWN OF OYSTER BAY
DEPARTMENT OF PARKS

Intra-Departmental Memo

November 21, 2016

To : Frank A. Nocerino, Commissioner of Parks
From : Brian A. Vander Veer, Assistant Superintendent of Beaches
Subject : Refund of Beached Vessel fee

Mr. Paul DiNunzio has requested a refund of $10.00 for the beaching of his vessel at the Joseph J. Saladino Memorial Marina at Tobay. Mr. DiNunzio had previously purchased a Seasonal Entrance permit, which entitles a boater to "Beach" their vessel at no additional charge.

Mr. DiNunzio was erroneously charge $10.00 for beaching.

Since Mr. DiNunzio had purchased his Entrance Permit prior to this charge, Town Board approval would be recommended for a full refund.

Brian A. Vander Veer
Assistant Superintendent of Beaches

CC: George Baptista, Deputy Commissioner of Parks
Michael Schwalje, Deputy Commissioner of Parks

Frank A. Nocerino
Commissioner

George Baptista, Jr.
Deputy Commissioner
Michael J. Schwalje
Deputy Commissioner

Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758
(516) 797-4128 Fax: (516) 797-4145
www.oysterbaytown.com

2016
JOSEPH J. SALADINO MEMORIAL MARINA AT TOBAY SEASONAL ENTRANCE PERMIT APPLICATION

First Name: Paul	Last Name: DiNunzio
Address: 5 Seneca Street West	Town: Massapequa
Vessel Registration #: NY 8426 FS	Name on Vessel: 3D
Overall Length: 20'	E-Mail:
Home Phone: 516-799-1033	Business/Cell Phone: 516-799-1619
Section: 66 Block: 47 Lot(s): 19	Date of Birth: 11/5/58

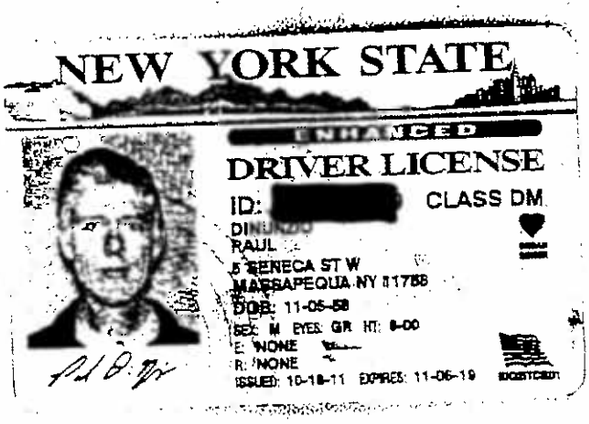
The senior citizen discount applies to those individuals born on or before October 31, 1956.

Signature of Applicant

Date 4/7/16

For Office Use Only

Receipt # 27 Amount Received 40 Date 4/5/16


NEW YORK STATE
ENHANCED
DRIVER LICENSE
ID: [redacted] CLASS DM
DINUNZIO
PAUL
5 SENECA ST W
MASSAPEQUA NY 11758
DOB: 11-05-58
SEX: M EYES: GR HT: 6-00
E: NONE
R: NONE
ISSUED: 10-18-11 EXPIRES: 11-06-19

NEW YORK STATE BOAT REGISTRATION

NY8426FS
2007 SCOUT SLPZH930D707
FIBE OUT PLEASURE
019 GAS I6696191 SEP 13 2013
WEB WEBCDA EXPIRES
NON-TRANSFERABLE 10/31/16

DINUNZIO, PAUL
5 SENECA ST W
MASSAPEQUA NY 11758

DB 202008 VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

Fee Paid
57.50

IF THE WORD "ARREARS" IS PRINTED HERE, SEE REVERSE SIDE

2016

STATEMENT OF TAXES
GENERAL TAX LEVY
TOWN OF OYSTER BAY – COUNTY OF NASSAU

2016

BILL #: 2301576901 161

OFFICE HOURS
9:00A.M. to 4:45 P.M.
Mon. – Fri.

(516) 624-8400

MAKE FUNDS PAYABLE TO

JAMES J. STEFANICH
RECEIVER OF TAXES
74 AUDREY AVE
OYSTER BAY NY 11771-1539

EST. STATE AID - COUNTY	$211,848,977.00
EST. STATE AID -TOWN	$11,700,000.00
COUNTY SALES TAX CREDIT	$21,946,399.00

PROPERTY DESCRIPTION				EXEMPTION DESCRIPTION	CONSOLIDATED TAX CODE	CONSOLIDATED TAX RATE	TAXABLE VALUE
S.D. CODE	SECTION	BLOCK	LOT	NON-EXEMPT	526	390.317	$990
23	66	47	19				

LOT GRP > 19-23
LOCATION > 5 SENECA ST, MASSAPEQUA, NY 11758
CLASS > 21001 ROLL SECTION > 1 STATE SD CODE 282423
SIZE > 10000 COMPUTED SQ F
TAX SERVICE CODE TAX PAYOR CODE ACCOUNT

FULL VALUE PER DEPT OF ASSESSMENT	UNIFORM PCT OF VALUE	LAND ASSESSMENT	TOTAL ASSESSMENT
$396,000	0.250	$578	$990

PAUL & PATRICIA DINUNZIO
5 SENECA ST W
MASSAPEQUA, NY 11758

LEVY DESCRIPTION	TOTAL TAXES LEVIED	PCT CHANGE FROM LAST YEAR	EXEMPTION CODE	TAXABLE VALUE	TAX RATE PER $ 100	TAX AMOUNT
COUNTY GENERAL PURPOSES	$17,184,794.83	-30.817		$990.00	17.0660	$168.95
NASSAU COMMUNITY COLLEGE	$10,414,995.83	0.198		$990.00	10.3430	$102.40
COUNTY POLICE	$89,380,470.48	6.052		$990.00	82.4230	$815.99
COUNTY POLICE HEADQUARTERS	$73,432,639.77	7.201		$990.00	72.9250	$721.98
FIRE PREVENTION	$3,323,978.17	4.036		$990.00	3.3010	$32.68
STORM WATER RESOURCES ZONE OF ASSESSMENT	$2,998,734.46	-0.674		$990.00	2.9780	$29.48
SEWER COLL & DISPOSAL ZONE OF ASSESSMENT	$14,251,547.63	-13.074		$990.00	20.9540	$207.44
GENERAL FUND-TOWN	$32,351,641.88	0.028		$990.00	32.1280	$316.07
TOWN HIGHWAY	$36,550,519.79	0.672		$990.00	54.2780	$537.33
SOLID WASTE DISPOSAL DIST	$14,202,351.00	3.381		$990.00	19.0290	$188.39
TOWN LIGHTING DIST	$2,798,153.04	-2.398		$990.00	3.9580	$39.18
PUBLIC PARKING - UNINCORPORATED AREA	$4,626,094.99	-3.798		$990.00	6.5450	$64.80
BLDG ZONING PLANNING MEM DAY	$4,372,512.88	-2.409		$990.00	[illegible]	$64.28

CERTIFICATE OF TITLE

NEW YORK STATE

www.nydmv.com

Title and Identification No.	Year	Make	Model Code	Body/Hull	Document No.
[redacted]	2007	SCOUT	N/A	FIBE	021530N

Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
	19	GAS	OUT	NEW	BOAT 8426FS	12/05/07

Name and Address of Owner(s)

DINUNZIO, PAUL
5 SENECA ST W
MASSAPEQUA NY 11758

[redacted]

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To transfer of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder _____ Lienholder _____

* NO LIENS RECORDED *

* NO LIENS RECORDED *

Lienholder _____ Lienholder _____

* NO LIENS RECORDED *

* NO LIENS RECORDED *

MV-999 (7/03)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED

PARKS BEACH ADMIN
977 HICKSVILLE ROAD
MASSAPEQUA, NY 11758

TERMINAL ID.: 70010984
MERCHANT #: 000016163216

MASTERCARD
[redacted]8245 EXP:44/44 SWIPED
SALE
BATCH: 000410 INV: 000004
Apr 05, 16 13:11
RRN: 6896172008025 AUTH: 045656
TRAN SEQ #: 001055

TRANSACTION ID: 0405MEM6KP5J

APPROVAL 045656

[redacted]

PAUL DIMUNZIO

X

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
MERCHANT AGREEMENT IF CREDIT VOUCHER

THANK YOU
HAVE A NICE DAY

MERCHANT COPY

DEPOSIT TICKET

TOWN OF OYSTER BAY
74 AUDREY AVENUE
OYSTER BAY, NY 11771

TD Bank
America's Most Convenient Bank®

DATE 6-18-16	DOLLARS	CENT
CURRENCY	552	0
COIN		
CHECKS (List each separately)		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
TOTAL FROM OTHER SIDE		
PLEASE RE-ENTER TOTAL HERE	552	00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL. A HOLD FOR UNCOLLECTED FUNDS MAY BE PLACED ON FUNDS DEPOSITED BY CHECK OR SIMILAR INSTRUMENTS. THIS COULD DELAY YOUR ABILITY TO WITHDRAW SUCH FUNDS. THE DELAY IF ANY, WOULD NOT EXCEED THE PERIOD OF TIME PERMITTED BY LAW.

TOBAY MARINA
DOR 16036
[redacted]
161094
$ 552.00

IMPORTANT: IF USING MULTIPLE PARTS, SEPARATE BEFORE WRITING

ADDITIONAL CHECK LISTING

	CHECKS	DOLLARS	CENTS
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			
	TOTAL (LINES 30-50) FORWARD TO OTHER SIDE		

Dae # 16036

CURRENCY AND COIN FOR OFFICE USE ONLY

CURRENCY QUANTITY	VALUE	DOLLARS	CENTS
	X 100		
	X 50		
	X 20		
	X 10		
	X 5		
	X 2		
	X 1		
	TOTAL CURRENCY FORWARD TO OTHER SIDE		

COIN QUANTITY	VALUE	DOLLARS	CENTS
	X 1.00		
	X .50		
	X .25		
	X .10		
	X .05		
	X .01		
	TOTAL COIN FORWARD TO OTHER SIDE		

TOWN OF OYSTER BAY
Department of Parks
Beach Division

Joseph J. Saladino
Memorial Marina
at Tobay

Daily Sales Report

161094

DOR 16036

June 18, 2016

ANALYSIS OF PERMITS ISSUED

Category	First No.	Last No.	Total
Standard	140	159	20

Category	First No.	Last No.	Total
RSCP	72	77	6

ANALYSIS OF DAILY SLIP SALES

Closing Receipt	Opening Receipt	Total Receipts	Total Amount
296	255	42	$1,797.00
Total Daily Slip Sales			$1,797.00

$1,752.00

Closing Reading	858708.95
Opening Reading	856911.95
Total Sales	1,797.00

Cash/Check Sales	$552.00
Credit Sales	~~$1,245.00~~
Total Sales	~~$1,797.00~~

$1,200.00

TOTAL SALES $1,752.00

Cash Deposited at TD Bank Wantagh

REMARKS

ATTENDANT
Ir

MANAGER

TOWN OF OYSTER BAY

John Venditto
Town Supervisor
JOSEPH J. SALADINO MEMORIAL MARINA AT TOBAY
DAILY BOAT RECEIPT

Department of Parks – 977 Hicksville Road, Massapequa, New York 11758 – (516) 797-4110

Decal Number: 93	Registration #: NY 8424FS	Name on Boat: NN	Slip Number: Beach

				SUB TOTAL TOTAL AT BOTTOM
Entrance Fee				
Resident (w/o Sticker)	1'-25' - $30.00 ☐	26'-31' - $30.00 ☐	Over 31' - $30.00 ☐	
Non-Resident (Mon.-Thurs. Only)	1'-25' - $50.00 ☐	26'-31' - $50.00 ☐	Over 31' - $50.00 ☐	
Slip Rental Fee - Resident				
Monday thru Friday	1'-25' - $10.00 ☐	26'-31' - $15.00 ☐	Over 31' - $20.00 ☐	
Saturday, Sunday & Holidays	1'-25' - $25.00 ☐	26'-31' - $30.00 ☐	Over 31' - $35.00 ☐	
Slip Rental Fee - Resident Senior (Monday thru Friday excluding Holidays)				
Senior Citizen (with Sticker Only)	1'-25' - $5.00 ☐	26'-31' - $7.00 ☐	Over 31' - $10.00 ☐	
Slip Rental Fee – Non-Resident				
Monday thru Thursday Only	1'-25' - $50.00 ☐	26'-31' - $50.00 ☐	Over 31' - $60.00 ☐	
Past Due Payment Dates:				
Advanced Payment Dates:				
Beached Vessel - $10.00 ☐ X				

PAYMENT MUST BE MADE IN ADVANCE. VIOLATORS WILL BE SUBJECT TO LOSS OF PRIVILEGES AT BOAT BASIN.

Attendant	Date			Amount Received
[illegible]	6/18	CASH CHECK (W/ Decal) CR	Note: The above charges are made for every twenty-four (24) period (9:00 AM to 9:00 AM) or fraction thereof. Please retain this receipt while using these facilities. It is a receipt which may be requested by authorized personnel of the Town of Oyster Bay.	$ 10
Copy Distribution: White – Patron, Pink – Accounting, Yellow – Marina, Goldenrod - Control				No. 0266

Meeting of December 13, 2016 Resolution No. 716-2016

Reviewed By
Office of Town Attorney

WHEREAS, James Altadonna, Town Clerk, by memoranda dated November 28, 2016 and December 1, 2016, advised that pursuant to the Town Procurement Policy, the Office of the Town Clerk solicited bids for stenographic services from thirteen (13) professional stenographic services firms to transcribe Town Board meetings; and

WHEREAS, after review in accordance with Guideline 9 of the Procurement Policy of the one (1) proposal that was received by the deadline for submissions, the Office of the Town Clerk recommended that On-Time Court Reporting, Inc., 263 Brown Street, Mineola, New York be retained for the period beginning January 1, 2017 through December 31, 2017, with two (2), one (1) year extension options, in an amount not to exceed $17,000.00 according to the following rate schedule:

1. Public Hearings during day sessions:
   Appearance Fee: $50.00
   Per Page Fee: $4.95
   An original and two copies of transcript to be provided with seven day delivery.

2. Public Hearings during night sessions:
   Appearance Fee: $75.00
   Per Page Fee: $5.35
   An original and two copies of transcript to be provided with seven day delivery.

3. Waiting Time (for Executive Sessions):
   During day session: $25.00 per hour
   During night session: $35.00 per hour

4. Penalties for late delivery shall be assessed according to the following schedule:
   Five (5) percent reduction per page where transcripts are up to five business days late (i.e. fifteen business days after a Town Board meeting).
   Fifteen (15) percent reduction per page where transcripts are delivered more than fifteen days after a Town Board meeting.

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved the Office of the Town Clerk is hereby authorized to retain On-Time Court Reporting, Inc., 263 Brown Street, Mineola, New York from January 1, 2017 through and including December 31, 2017, with two (2) one (1) year extension options, in an amount not to exceed $17,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTC A 1410 44120 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Town Clerk

TOWN OF OYSTER BAY

Inter-Office Memorandum

TO: MEMORANDUM DOCKET

FROM: JAMES ALTADONNA JR., TOWN CLERK

DATE: NOVEMBER 28, 2016

SUBJECT: STENOGRAPHIC SERVICES FOR TOWN BOARD HEARINGS FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. I, therefore, recommend and request that a space be reserved at the next Town Board Meeting on December 13, 2016.

JAMES ALTADONNA JR.
TOWN CLERK

JA/lmh
cc: Town Attorney/ w 10 copies

TOWN OF OYSTER BAY

Inter-Office Memorandum

TO: MEMORANDUM DOCKET

FROM: JAMES ALTADONNA JR., TOWN CLERK

DATE: DECEMBER 1, 2016

SUBJECT: STENOGRAPHIC SERVICES FOR TOWN BOARD HEARINGS FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017 SUPPLEMENTAL MEMO TO M.D. 11/29/2016, ITEM #65

Pursuant to the Town of Oyster Bay Procurement Policy, the Office of the Town Clerk sent letters seeking proposals for the provision of professional stenographic services to thirteen (13) court reporting companies.

The Request for Proposal letters were sent via certified mail to companies who were thought to be interested in providing stenographic services for Town Board public hearings (meetings), for the 2017 calendar year, with the provision of two, one-year extension options, if mutually agreeable.

One proposal was received by the due date of November 18, 2016. The proposal was evaluated according to criteria pursuant to Town Board Resolution No. 329-2015, and further, by memo dated November 28, 2016, the Office of the Town Attorney has issued a waiver of the procurement requirements. This office has further complied with Guideline 9 of the Town of Oyster Bay Procurement Policy. On-Time Court Reporting, Inc. submitted the lowest responsible bid and, therefore, it is recommended that its services be retained for January 1, 2017 through December 31, 2017 at the prices, conditions and terms set out in the attached proposal.

Accordingly, the Town Clerk's office recommends Town Board approval for On Time Court Reporting, Inc. to provide stenographic services for Town Board Meetings/Hearings from January 1, 2017 through December 31, 2017, with the provision of two one-year extension options if mutually agreeable, in an amount not to exceed $17,000.00, with all funds to be drawn from Account No. OTC A 1410 44120 000 0000.

ON-TIME COURT REPORTING, INC.

1. Public Hearings during the day sessions:
   Appearance Fee: $50.00
   (original and two copies)
   Seven day delivery $4.95 per page

2. Public Hearings during the night sessions:
   Appearance Fee: $75.00
   (original and two copies
   Seven day delivery $5.35 per page

3. Waiting Time (Executive Sessions): $25.00 per hour during day sessions
   $35.00 per hour during night sessions

There will be a penalty imposed for late delivery, for each day transcripts are delivered later than seven (7) days after the Town Board Meeting:

1. Up to five (5) business days late (fifteen business days after Meeting) a five percent (5%) per page reduction;

2. More than five (5) business days late (over 15 business days after Meeting) a fifteen percent (15%) per page reduction.

I hereby request that the above-mentioned matter be placed on the next available Town Board calendar.

JAMES ALTADONNA JR.
TOWN CLERK

JA/lmh
cc: Town Attorney/w 10 copies
Attachments

Town of Oyster Bay
Inter-Departmental Memo

TO : OFFICE OF THE TOWN CLERK
JAMES ALTADONNA, JR., TOWN CLERK

FROM : Office of the Town Attorney

DATE : November 28, 2016

SUBJECT: Waiver of Procurement Requirements
Stenographic Services (2017)

The Office of the Town Attorney has reviewed your memorandum dated November 28, 2016, regarding your Department's efforts to obtain the required number of proposals for stenographic services to be provided to the Town Clerk's Office for the Town Board public hearings (meetings) in 2017.

Based upon your memorandum, it is the opinion of this office that you have complied with the provisions of the Town's procurement policy and have made a good faith effort to obtain the required number of proposals. This memorandum shall serve as the opinion of the Town Attorney, in accordance with Guideline 7 of the Procurement Policy and that you may proceed with this procurement.

LEONARD GENOVA
TOWN ATTORNEY

Thomas M. Sabellico
Special Counsel

TMS:esk

ON TIME
Court Reporting, Inc.

263 Brown Street
Mineola, New York 11501
Phone: (516) 535-3939 * * * Fax: (516) 535-3940

November 11, 2016

Mr. James Altadonna, Jr.
Town of Oyster Bay
Office of Town Clerk
54 Audrey Avenue
Oyster Bay, NY 11771-1592

Re: Proposal for Renewal of Stenographic Services - 2017

To Whom It May Concern:

As you are aware, we are currently providing you with stenographic services at the Town Board Public Hearing Meetings. We would appreciate the opportunity to renew our contract with you, with our promise to provide you with continued professional, accurate and timely service.

***Below you will find our rates, which, as a courtesy for your continued business, will remain the same as the past.

Original & Two Copies (Per Page)	$4.95	Day Rate
	$5.35	Evening Rate
Appearances	$50.00	Day Rate
	$75.00	Evening Rate
Waiting Time (Executive/Work Sessions)	$25.00/hr.	Day Rate
Waiting Time (Executive/Work Sessions)	$35.00/hr.	Night Rate

Please be advised that transcripts will be sent to your office within seven (7) business days. Expedites can be made available upon request.

Thank you for your consideration in this matter. I look forward to hearing from you. If you have any questions, or any rates or terms need to be negotiated, I would be more than happy to accommodate you and your office personnel.

Sincerely,
ON TIME REPORTING, INC.

Debra Coletto
President

/dac

LIST OF REFERENCES:

Miranda Sambursky Sloan & Verniotis, LLP
240 Mineola Blvd.
New York
516-741-7676
Attn: Michael Miranda, Esq., Managing Partner

New York City Housing Authority
250 Broadway
New York, New York
Attn: Diana, Office Manager 212-306-4157

Sokoloff & Stern, Esqs.
179 Westbury Avenue
Carle Place, New York 11516
Attn: Steven Stern, Owner, Managing Partner
516-334-3500

ON TIME
Court Reporting, Inc.

263 Brown Street
Mineola, New York 11501
Phone: (516) 535-3939 * * * Fax: (516) 535-3940

November 29, 2016

James Altadonna, Jr.
Town Clerk of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771-1592

Re: Proposal for Renewal of Stenographic Services – 2017
ADDENDUM TO PROPOSAL SENT NOVEMBER 11, 2016
RE: PENALTIES FOR LATE DELIVERY

To Whom It May Concern:

Please be advised that this letter will confirm that On Time Reporting, Inc. agrees to the penalties imposed by the Town of Oyster Bay for transcripts delivered later than seven (7) days as follows:

Up to five (5) business days late (fifteen business days after Meeting), five percent (5%) per page rate reductions;

More than five (5) days late, (over 15 business days after Meeting), fifteen percent (15%) per page rate reduction.

Thank you for your consideration in this matter.

RECEIVED

NOV 29 2016

TOWN CLERK
TOWN OF OYSTER BAY

Sincerely,
ON TIME REPORTING, INC.

Debra Coletto
President

Meeting of December 13, 2016 Resolution No. 717-2016

WHEREAS, Resolution No. 597-2016, adopted on October 18, 2016, authorized the Town to hold a referendum on behalf of the unincorporated portion of the Glenwood – Glen Head Fire Protection District for the Glenwood Hook & Ladder, Engine & Hose Fire Company, in connection with the amendment to the Length of Service Award Program, to ensure that such program is in compliance with applicable age discrimination laws; and

WHEREAS, the final results were as follows: Proposition #1 – 50 votes Yes, in favor of the amendment to the program, and 2 votes No, against the amendment of the program and Proposition #2 – 49 votes Yes in favor of the Town Board resolution to jointly sponsor the program as amended, and 3 votes No, against the Town Board resolution to joint sponsor the program as amended; and

WHEREAS, Leonard Genova, Town Attorney and Karen J. Underwood, Deputy Town Attorney, by memoranda dated November 29, 2016 and December 9, 2016, recommend that the Town of Oyster Bay accept the Canvass of Results for the special election of the Glenwood – Glen Head Fire Protection District for the Glenwood Hook & Ladder, Engine & Hose Fire Company, in connection with the amendment to the Length of Service Award Program, held on November 29, 2016; and

Reviewed By
Office of Town Attorney

WHEREAS, Leonard Genova, Town Attorney, and Karen J. Underwood, Deputy Town Attorney, in the abovementioned memoranda, further recommend that the Town Board accept and approve the abovementioned results, and authorize the payment of the various costs associated with holding a special election, in an amount not to exceed $900.00, with funds available from Account No. TWN SF02 3410 44900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendations are hereby accepted and approved, and in connection with the special election held on November 29, 2016, the final election results and the attached Canvass of Results are hereby accepted and approved; and be it further

RESOLVED, That payment for the various costs associated with holding the special election, in an amount not to exceed $900.00, with funds available from Account No. TWN SF02 3410 44900 000 0000, shall be made upon the submission of a duly certified claim and after audit by the Comptroller.

-#-

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)

GLENWOOD – GLEN HEAD FIRE PROTECTION DISTRICT
SPECIAL ELECTION

STATEMENT OF INSPECTORS OF ELECTION OF CANVASS OF VOTES

WE THE UNDERSIGNED, being Inspectors of Election, duly appointed to canvass the votes cast at the election of the Glenwood – Glen Head Fire Protection District, held November 29, 2016, at the Glen Head Community Center, Glen Head, New York, state:

THAT we examined and canvassed the ballots cast and found them to be correct; and

THAT we conducted said election on said day in the manner required by law; and

THAT the polling site opened at 12:00 o'clock p.m. and closed at ~~8:00~~ 9:00 o'clock p.m.; and

JJM
JKS
TLNJ

THAT the following certification is a true and accurate statement of canvass of voting.

Jean J. McGurn
JEAN J. McGURN
Print Name

James K Schaefer
James K. Schaefer
Print Name

Mary Lou Martin
MARY LOU MARTIN
Print Name

Thomas L Natale Jr.
Print Name

CANVAS OF RESULTS

Paper Ballots

Tally 52

Proposition No. 1

Yes 50

No 2

Proposition No. 2

Yes 49

No 3

****

Paper Ballots by Affidavit

Tally 12

****

Paper Ballots of voters without Affidavit Form denoted by address of voter

Tally 10

****

WE CERTIFY that the foregoing Canvass of Results is true and correct.

Thomas L Natale Jr
Print Name

Jean J. McGurn
JEAN J. McGURN
Print Name

Mary Lou Martin
MARY LOU MARTIN
Print Name

James K. Schaefer
James K. Schaefer
Print Name

INSPECTORS OF ELECTIONS

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: OFFICE OF THE TOWN ATTORNEY

DATE: November 28, 2016

SUBJECT: *In the Matter of the Claims of the Equal Employment Opportunity Commission v. Glenwood Hook & Ladder, Engine and Hose Company, Inc., (a/k/a Glenwood Landing Fire Department) et al.*
15 CV-05592-JMA-AYS

A supplemental memorandum will follow, attaching a resolution and all documents relevant to the canvass of election results pertaining to the special election of the Glenwood Fire Protection District held on November 29, 2016.

LEONARD GENOVA
TOWN ATTORNEY

Karen J. Underwood
Deputy Town Attorney

KJU:mek
File No. 2015-5154

Town Attorney (w/19 copies)

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: OFFICE OF THE TOWN ATTORNEY

DATE: December 9, 2016

SUBJECT: *In the Matter of the Claims of the Equal Employment Opportunity Commission v. Glenwood Hook & Ladder, Engine and Hose Company, Inc., (a/k/a Glenwood Landing Fire Department) et al.*
15 CV-05592-JMA-AYS
Supplemental Memorandum to Docket Item #66 (November 29, 2016)

Attached hereto is Canvass of Results for the Glenwood – Glen Head Fire Protection District Amendment to the Length of Service Award Program and Resolution respectfully requesting that the Town Board accept and approve the above mentioned election results.

LEONARD GENOVA
TOWN ATTORNEY

Karen J. Underwood
Deputy Town Attorney

KJU:ba
Attachment
File No. 2015-5154 & GS 4069B

Town Attorney (w/19 copies)

S:\Attorney\RESOS 2016\MD & RESO\Glenwood LOSAP Supplmental Item#66.docx

GLENWOOD – GLEN HEAD FIRE PROTECTION DISTRICT
SPECIAL ELECTION

STATEMENT OF INSPECTORS OF ELECTION
OF CANVASS OF VOTES

WE THE UNDERSIGNED, being Inspectors of Election, duly appointed to canvass the votes cast at the election of the Glenwood – Glen Head Fire Protection District, held November 29, 2016, at the Glen Head Community Center, Glen Head, New York, state:

THAT we examined and canvassed the ballots cast and found them to be correct; and

THAT we conducted said election on said day in the manner required by law; and

THAT the polling site opened at 12:00 o'clock p.m. and closed at ~~8:00~~ 9:00 o'clock p.m.; and

THAT the following certification is a true and accurate statement of canvass of voting.

JEAN J. McGURN
Print Name

James E. Schaefer
Print Name

MARY LOU MARTIN
Print Name

Thomas L. Noble Jr.
Print Name

CANVAS OF RESULTS

Paper Ballots

Tally 52

Proposition No. 1		Proposition No. 2	
Yes	50	Yes	49
No	2	No	3

****

Paper Ballots by Affidavit

Tally 12

****

Paper Ballots of voters without Affidavit Form denoted by address of voter

Tally 10

****

WE CERTIFY that the foregoing Canvass of Results is true and correct.

Thomas L Natale Jr
Print Name

Jean J. McGurn
JEAN J. McGURN
Print Name

Mary Lou Martin
MARY LOU MARTIN
Print Name

James K. Schaefer
James K. Schaefer
Print Name

INSPECTORS OF ELECTIONS

Meeting of December 13, 2016 Resolution No. 718 -2016

WHEREAS, pursuant to Town Board Resolution 622-2016, the Town Board authorized the retention of law firms to provide legal services to the Zoning Board of Appeals in connection with zoning and land use litigation for the period beginning April 18, 2016 through December 31, 2016, with two (2), one (1) year renewal options; and

WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by memorandum dated November 28, 2016, has advised that these firms, Sinnreich, Kosakoff and Messina, LLP, Kendric Law Group, PC, and Walsh Markus McDougal & DeBellis, LLP, have provided exceptional service and rapid response to the Zoning Board of Appeals; and

WHEREAS, Acting Commissioner Zike has therefore requested that the Town Board authorize the Department of Planning and Development to exercise, on behalf of the Zoning Board of Appeals, the first, one year renewal option, in an amount not to exceed $30,000.00, with funds to be drawn from Account No. PAD B 8010 44800 000 0000, allocated as follows:

Sinnreich, Kosakoff and Messina, LLP	$10,000.00
Kendric Law Group, PC	$15,000.00
Walsh Makus McDougal & DeBellis, LLP	$ 5,000.00

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth, the Town Board hereby authorizes the Department of Planning and Development to exercise the first renewal option with Sinnreich, Kosakoff and Messina, LLP, Kendric Law Group, PC, and Walsh Markus McDougal & DeBellis, LLP, to provide legal services to the Zoning Board of Appeals for the period beginning January 1, 2017 through December 31, 2017, 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 shall be drawn from Account No. PAD B 8010 44800 000 0000.

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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)
Planning & Development

Town of Oyster Bay

Inter-Departmental Memo

November 28, 2016

TO: MEMORANDUM DOCKET

FROM: TIMOTHY R. ZIKE, ACTING COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: OUTSIDE COUNSEL FOR THE ZONING BOARD OF APPEALS
LEGAL SERVICES FOR ZONING AND LAND USE LITIGATION
CONTRACT EXTENSION

On November 15, 2016, the Town Board adopted Resolution No. 622-2016 authorizing the Supervisor to enter into an agreement with Sinnreich, Kosakoff and Messina, LLP, Kendric Law Group, P.C., and Walsh Markus McDougal & DeBellis, LLP to provide legal services for Zoning and Land Use Litigation to the Zoning Board of Appeals for the period from April 18, 2016 through December 31, 2016 with two (2) one (1) year renewal options.

In view of the above and whereas these highly qualified firms have provided exceptional service and rapid response to the requests made through the Zoning Board of Appeals, we hereby respectfully request that these firms are retained for the 1st one (1) year extension period from January 1, 2017 through December 31, 2017.

The hourly rates will remain the same. Authorization for calendar year 2017 will be for a total of $30,000.00 which funds will be allocated as follows:

Sinnreich, Kosakoff and Messina, LLP	$10,000.00
Kendric Law Group, P.C.	$15,000.00
Walsh Markus McDougal & DeBellis, LLP	$5,000.00

The funds will be available in Account No. PAD B 8010 44800 000 0000.

Timothy R. Zike
TIMOTHY R. ZIKE
ACTING COMMISSIONER

TRZ:dsa
cc: Office of the Town Attorney (w/10 copies)
The Honorable Joseph G. Pinto, Town Councilman

Meeting of December 13, 2016 Resolution No. 719-2016

WHEREAS, by Resolution No. 821-2014, adopted on December 16, 2014, the Town Board entered into an agreement with On Time Court Reporting, Inc., 263 Brown Street, Mineola, New York 11501 to provide stenographic services for Zoning Board of Appeals meetings, for a one (1) year period, from January 1, 2015 through December 31, 2015, with two (2) one (1) year extension options; and

WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by memorandum dated November 28, 2017 respectfully requested Town Board authorization to exercise the second one (1) year extension option for the period beginning January 1, 2017 and ending December 31, 2017, at the cost, conditions and terms as previously agreed, not to exceed $40,000.00, as follows:

Public Hearings (night sessions):
Appearance Fee: $85.00 for three hours, $30.00 for each additional hour
$5.35 per transcribed page
Two digital PDF copies of transcript provided with the original

NOW, THEREFORE BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Department of Planning and Development, is hereby authorized to exercise the second one (1) year extension option of the abovementioned contracts with On Time Court Reporting, Inc. for the period beginning January 1, 2017 through December 31, 2017, at the cost, conditions and terms as provided for in the present contracts, in an amount not to exceed $40,000.00; 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, and that the funds for said payment are to be drawn from Account No. PAD B 8010 44120 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)
Planning & Development

166

719

Town of Oyster Bay

Inter-Departmental Memo

November 28, 2016

TO: MEMORANDUM DOCKET

FROM: TIMOTHY R. ZIKE, ACTING COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: STENOGRAPHER SERVICES FOR THE ZONING BOARD OF APPEALS
CONTRACT EXTENSION
ON-TIME REPORTING INC.

On December 16, 2014, the Town Board adopted Resolution No. 821-2014 authorizing the Supervisor to enter into an agreement with On-Time Reporting, Inc. to perform stenographic services for the Zoning Board of Appeals for a one (1) year period, with two (2) one (1) year extension options. On June 21, 2016, the Town Board adopted Resolution No. 339-2016 authorizing the 1st one (1) year extension.

In view of the above and whereas On-Time Reporting, Inc. has provided exceptional service and rapid response to the requests made through the Zoning Board of Appeals and the Department of Planning and Development, we hereby respectfully request that the contract for Stenographic Services be continued for the 2nd one (1) year extension for the period January 1, 2017 through December 31, 2017.

The contract terms remain as follows:

Evening Session Appearance	$85.00/3 hours $30.00 for each additional hour
Original Transcribed*	$5.85/page

*2 copies of digital PDF provided with original

Authorization for calendar year 2017 will be for a total of $40,000.00 and these funds will be available in Account No. PAD B 8010 44120 000 0000.

Timothy R. Zike
TIMOTHY R. ZIKE
ACTING COMMISSIONER

TRZ:dsa
cc: Office of the Town Attorney (w/10 copies)
The Honorable Joseph G. Pinto, Town Councilman

Meeting of December 13, 2016 Resolution No. 721-2016

Reviewed By
Office of Town Attorney

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 May 26, 2015, by Resolution No. 329-2015; 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.

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/electronic quotations have been requested, and the written/fax/oral/electronic 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 Federal, State or County contracts or contracts let by any political subdivision or district therein, which contracts have been made available for use by other governmental entities and which have been let to the lowest responsible bidder or on the basis of best value in a manner consistent with New York State Municipal Law Section 103.

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 professiona 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 genera

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, supervisor or department head 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, or their designee, 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, supervisor, department head, or their designee, 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	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
General Services

721

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : November 29, 2016

SUBJECT: Town of Oyster Bay Procurement Policy

Please reserve space on the Town Board Calendar of December 13, 2016 for a resolution regarding the Town of Oyster Bay Procurement Policy. Additional information will be forwarded to the Docket by supplemental memorandum.

LEONARD GENOVA
TOWN ATTORNEY

Thomas M. Sabellico
Special Counsel

TMS:st

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721

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : December 5, 2016

SUBJECT: Procurement Policy and Procedure
Supplemental to Memorandum Docket Item #70, November 29, 2016 Docket

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New York State General Municipal Law Section 104b(4) requires that the Town annually review its Procurement Policies and Procedures, which was last adopted on May 26, 2015 by Resolution No. 329-2015. In connection with the annual review, the Office of the Town Attorney requests and recommends that the attached Procurement Policy be adopted by the Town Board on December 13, 2016.

LEONARD GENOVA
TOWN ATTORNEY

Thomas M. Sabellico
Special Counsel

TMS:st
Enclosure

PROCUREMENT POLICY

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.

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/electronic quotations have been requested, and the written/fax/oral/electronic 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, which contracts have been made available for use by other governmental entities and which have been let to the lowest responsible bidder or on the basis of best value in a manner consistent with New York State Municipal Law Section 103.

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:

10. Magnitude, scope, and complexity of the services to be rendered;

11. Experience of the firm in assignments of similar size, scope, and complexity;

12. Special knowledge relevant to project;

13. Special equipment or facilities relevant to project;

14. Size, staffing, resources, and financial capability of the firm vs. the size of the assignment;

15. Knowledge and experience with Town facility(ies) and programs involved in the assignment;

16. Past performance with the department;

17. Time constraints and deliverability of service; and

18. 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, supervisor or department head 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, or their designee, 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, supervisor, department head, or their designee, 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:

5. An employee, officer or agent involved in making the award;
6. 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;

7. His/her partner; or
8. 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

Meeting of December 13, 2016

Resolution No. 722-2016

WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by memoranda dated November 29, 2016 and December 5, 2016, requested Town Board authorization for the Supervisor and/or his designee to enter into an agreement with SunGard Public Sector LLC, in an amount not to exceed $221,771.50, to purchase core SunGard Community Plus licenses and the related professional services to install and configure the software as well as integrate its custom code into the current software version, which will bring the Town up to the current version of SunGard's Community Plus programs for the Department of Planning and Development; and

WHEREAS, Leonard Genova, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated November 22, 2016, have advised that SunGard Public Sector LLC is a sole source provider, complying with the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted, and the Supervisor and/or his designee is hereby authorized to enter into an agreement with SunGard Public Sector LLC, in an amount not to exceed $221,771.50, to purchase core SunGard Community Plus licenses and the related professional services to install and configure the software as well as integrate its custom code into the current software version, which will bring the Town up to the current version of SunGard's Community Plus programs for the Department of Planning and Development, and the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. PAD H 8997 20000 000 1508 002/Project ID 1508TWNTWN-10.

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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)
Planning & Development

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TOWN OF OYSTER BAY

Inter-Departmental Memo

NOVEMBER 29, 2016

To: **MEMORANDUM DOCKET**

From: **CHRISTINE M. WISS, DEPUTY COMPTROLLER**

Subject: **SUNGARD PUBLIC SECTOR – PLUS SOFTWARE**
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum to follow. I therefore, recommend and request that a space be reserved at the next Town Board meeting on December 13, 2016.

Christine M. Wiss

CHRISTINE M. WISS
DEPUTY COMPTROLLER

CMW:bhs

cc: Town Attorney (10)
Reading File

Town of Oyster Bay
Inter-Departmental Memo

TO: **MEMORANDUM DOCKET**

FROM: **TIMOTHY R. ZIKE, ACTING COMMISSIONER**
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: **December 5, 2016**

RE: **SunGard Public Sector LLC**
Supplemental Memo to Item No. 71
Docket of November 29, 2016

The Department of Planning and Development respectfully requests authorization to purchase core SunGard Community Plus licenses and the related professional services to install and configure the software as well integrate its custom code into the current software version. This upgrade will bring the Town up to the current version of SunGard's Community Plus programs for the Department of Planning and Development.

Further, it will upgrade the software to run on supported hardware and software enabling ongoing support from SunGard as well as for the 3rd party components needed to run the software. Corresponding web based licenses for this upgrade is included in a recent grant award; however, the grant does not include these core licenses and professional services. Both the core licenses and the web based licenses must be implemented on the same software version.

Attached please find a copy of the memorandum from the Office of Town Attorney indicating sole source vendor status, complying with the Town procurement policy. Said agreement has been reviewed by the Office of the Town Attorney.

The contract is in the amount not to exceed $221,771.50; funds are available in Account # PAD H 8997 20000 000 1508 002/Project ID 1508TWNTWN-10.

Therefore, it is hereby requested that the Town Board authorize the Supervisor and or his designee to enter into an Agreement with SunGard Public Sector LLC to upgrade and install said software/equipment for the Department of Planning and Development.

Timothy R. Zike
Timothy R. Zike
Acting Commissioner

Attachments

TRZ/cmw

cc: Town Attorney + 10 copies

Town of Oyster Bay
Inter-Departmental Memo

TO : Christine M. Wiss, Deputy Comptroller

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : November 22, 2016

SUBJECT: Request for Declaration of Sole Source Vendor
SunGard Community Plus

We are in receipt of your memorandum dated November 18, 2016, in connection with the SunGard Community Plus program upgrade.

Based upon our review of said memorandum and letter from SunGard Public Sector, dated November 14, 2016, we hereby agree that SunGard Public Sector is a sole source vendor for the professional services, training, modifications and annual support of the software.

LEONARD GENOVA
TOWN ATTORNEY

Thomas M. Sabellico
Special Counsel

TMS:st

ORDER

By the signatures of their duly authorized representatives below, the SunGard entity Identified below and the customer identified below ("Customer"), intending to be legally bound, agree to all of the provisions of this Order, and agree that this Order represents a separate contract between such SunGard entity and Customer, effective upon the latest date shown on the signature page below. ("Order Execution Date").

This Order Incorporates and is governed by all of the terms of the SunGard Standard Terms and Conditions version 2016 January, to be found at http://www.sungardps.com/legal-agreements/ ("SST") as if the SunGard entity was "SunGard" and Customer was "Customer" thereunder.
Capitalized terms not defined in this Order have the meaning given them In the SST.

The terms and conditions contained in this Order, including prices, will be honored as set forth herein, provided the Order is fully executed and delivered by December 21, 2016.

SunGard Public Sector LLC	**Town of Oyster Bay** **74 Audrey Avenue, Town Hall West** **Oyster Bay, NY 11771**
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

CUSTOMER # 2596 **SUNGARD CONTRACT# 160390**

Reviewed By
Office of Town Attorney

(j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.

(k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.

(l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.

(m) **"including"** whether capitalized or not, means including but not limited to.

(n) **"Liability Cap"** means the greater of Fifty Thousand U.S. Dollars (US$50,000) or the amount identified on the Order as the liability cap, provided however that, if no amount is identified on the Order then the liability cap shall be Fifty Thousand U.S. Dollars (US$50,000).

(o) **"Open Source Software"** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.

(p) **"person"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.

(q) **"Professional Services"** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by SunGard under this Agreement.

(r) **"Release"** means a modification or update to the Solution, which SunGard, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

(s) **"Scope of Use"** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

(t) **"SG Solution Details"** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

(u) **"Supported Release"** means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to SunGard's client base.

(v) **"Third-Party Product"** means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.

(w) **"Third-Party Hardware"** means that hardware specified as thrid party hardware on the Order.

(x) **"Third-Party Services"** means those services specified as third party services on the Order.

(y) **"Third-Party Software"** means the software specified as third-party software on the Order.

(z) **"Third-Party User"** means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties In Interest.

(a) This Agreement shall bind, benefit and be enforceable by and against SunGard and Customer and, their respective permitted successors and assigns.

(b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without SunGard's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of SunGard, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 (**"Customer Assignment"**). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, **"Customer Additional Business Acquisition"**), Customer shall give notice to SunGard notifying SunGard if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition (**"Acquired Business"**).

Reviewed By
Office of Town Attorney

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** SunGard PLUS applications identified in Project Cost Supplement.

2. **INITIAL TERM: Perpetual**

3. **SCOPE OF USE:**

   a. **DESIGNATED LOCATION(s):** **74 Audrey Ave., Oyster Bay, NY 11771**

   b. **REGION: UNITED STATES**

4. **LICENSE AND INITIAL SUPPORT FEES:** **See Project Cost Supplement**

Software Notes:

1. Interfaces are interfaces only. Customer is responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Support for the Initial Support Term is provided at no charge. The Support Fee in the table above represents the support fee for the first Renewal Support Term and is payable only if Customer elects to extend the term through the first Renewal Support Term as provided for in Section 9.3 of the SST.

5. **SUPPORT TERM:**

   a. **INITIAL SUPPORT TERM:** 12 months from the Order Execution Date.

   b. **RENEWAL SUPPORT TERM(S):** Additional one year renewal periods commencing upon the expiration of the Initial Support Term (or anniversary thereof).

6. **SERVICES:** **See Project Cost Supplement**

Services Notes:

1. Pricing is a good faith estimate based on the information available to SunGard at the time of execution of this Order. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard's then-current list price rates for the services at issue.
2. Travel and living expenses are additional and will be billed monthly as SunGard renders the services.

7. **THIRD PARTY PRODUCTS:** **See Project Cost Supplement**

Third Party Products Notes

1. Actual shipping charges are additional and will be due upon delivery.

Reviewed By
Office of Town Attorne

8. **PAYMENT TERMS:**

APPLICABLE TAXES ARE NOT INCLUDED IN THE PROJECT COST SUPPLEMENT, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO CUSTOMER.

The amounts noted above shall be payable as follows:

License Fee: 100% on the Execution Date.

Annual Support Fees: Support Fees are due thirty (30) days prior to the commencement of the Renewal Support Term for which such fees are being remitted.

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On Invoice, upon completion.

Development Fees: On Invoice daily, as Incurred.

Third Party Products Hardware & Software Fee: 100% on the Execution Date

Third Party Software Initial Annual Maintenance: The initial annual maintenance fee is Included In the License fee. The Initial Annual Maintenance Fee amount shown above is for the second year of Third Party Product annual maintenance and is due prior to commencement of the second annual term. Annual Maintenance Fees for subsequent terms are subject to change and will be invoiced by and paid directly to SunGard.

9. **ADDRESSES:**

a. **CUSTOMER ADDRESS FOR INVOICES:** 74 Audrey Ave. Oyster Bay, NY 11771

b. **CUSTOMER ADDRESS FOR NOTICES:** 74 Audrey Ave. Oyster Bay, NY 11771

c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 74 Audrey Ave. Oyster Bay, NY 11771

d. **SUNGARD'S ADDRESS FOR NOTICES:**

SunGard Public Sector LLC.
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. **LIABILITY CAP:** The greater of ten thousand US dollars ($10,000) or the License Fee actually paid by Customer to SunGard under this Order

11. **SPECIFIED CONFIGURATION:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that SunGard can confirm that it is a configuration on which SunGard supports use of the Solution.

12. **OTHER TERMS APPLICABLE TO THIS ORDER:**

- **PROJECT COST SUPPLEMENT**
- **SUPPORT SUPPLEMENT**
- **SUNGARD TRAVEL EXPENSE GUIDELINES**

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License Fees
PLUS

Product Code	Product Name	Quantity	Ext Price	Maintenance
GCPEGCE	PLUS eGOV Code Enforcement	1	4,840.00	840.03
GCPEGIN	PLUS eGOV Inspections	1	4,840.00	840.03
GCPEGIP	PLUS eGOV Inspector Portal	1	4,840.00	840.03
GCPEGOS	PLUS eGOV Core	1	12,100.00	2,100.08
GCPEGPM	PLUS eGOV Permits	1	4,840.00	840.03
GCPEGWP	PLUS eGOV Web Payments	1	8,470.00	1,470.05
GCPCE	PLUS Code Enforcement	1	32,670.00	5,670.21
GCPCR	PLUS Central Receipting	1	9,075.00	1,575.06
GCPPM_GCPZD	PLUS Community Development	1	78,650.00	13,650.49
	Totals:		$120,395.00	$20,895.76
	Totals:		**$160,325.00**	**$27,826.01**

Third Party License Fees

Product Code	Product Name	Quantity	Ext Price	Maintenance
FOURJS	Four Js Compiler	1	4,800.00	768.00
FOURJS-RUN	Four Js Runtime	75	20,250.00	3,240.00
MKST	MKS SQL	1	2,710.00	433.60
	Totals:		**$27,760.00**	**$4,441.60**

Professional Services
PLUS

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training Development		Total Services
GCPEGCE	PLUS eGOV Code Enforcement	Ext Price:	-	1,050.00	-	640.00	-	1,690.00
GCPEGIN	PLUS eGOV Inspections	Ext Price:	-	1,050.00	-	640.00	-	1,690.00
GCPEGIP	PLUS eGOV Inspector Portal	Ext Price:	-	1,050.00	-	640.00	-	1,690.00
GCPEGOS	PLUS eGOV Core	Ext Price:	-	1,050.00	-	1,280.00	-	2,330.00
GCPEGPM	PLUS eGOV Permits	Ext Price:	-	1,050.00	-	640.00	-	1,690.00
GCPEGWP	PLUS eGOV Web Payments	Ext Price:	-	1,050.00	-	640.00	-	1,690.00
GCPCE	PLUS Code Enforcement	Ext Price:	-	525.00	-	3,840.00	-	4,365.00
GCPCR	PLUS Central Receipting	Ext Price:	-	525.00	-	1,280.00	-	1,805.00
GCPPM_GCPZD	PLUS Community Development	Ext Price:	-	525.00	-	7,680.00	-	8,205.00
		Totals:	-	**$7,875.00**	-	**$16,640.00**	-	**$24,515.00**

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Development	Total Services
PLUS-CEF	PLUS Custom Enabling	Ext Price:	-	-	-	-	160,000.00	160,000.00
PS-IN	Installation	Ext Price:	-	8,400.00	-	-	-	8,400.00
PS-PM	Project Management	Ext Price:	15,360.00	-	-	-	-	15,360.00
PLUS-CEF	PLUS Custom Enabling	Ext Price:	-	-	-	-	16,000.00	16,000.00
PS-PM	Project Management	Ext Price:	640.00	-	-	-	-	640.00
		Totals:	**$16,000.00**	**$8,400.00**	**-**	**-**	**$176,000.00**	**$200,400.00**

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Product & Services

License Fees:	$160,325.00
Professional Services:	$225,555.00
Third Party License Fees:	$27,760.00
Subtotal:	**$413,640.00**

Discounts

License Fee Discount:	$56,513.05
Professional Services Discount:	$93,415.00

Product & Services Totals

Net License Fees:	$103,811.95
Net Professional Services:	$132,140.00
Net Third Party License Fees:	$27,760.00
Total:	**$263,711.95**
Third Party Maintenance:	**$4,441.60**
Maintenance:	**$27,826.01**

SUPPORT SUPPLEMENT

1. SunGard shall provide to Customer, during SunGard's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution or Custom Modification (the "Release"), as applicable.

2. SunGard shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving Errors reported by Customer in accordance with this Order. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate any Error and to assist SunGard in its efforts to diagnose, reproduce and correct the Error. These support services shall be provided by SunGard at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported Error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at SunGard's standard professional services rates. Customer must provide SunGard with such facilities, equipment and support as are reasonably necessary for SunGard to perform its obligations under this Order, including remote access to the Specified Configuration.

3. Customer shall promptly install and/or use any Release provided by SunGard to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever SunGard determines, in its sole discretion, that such updates are necessary.

4. Support Surcharge Imposed In Certain Instances: At the commencement of any Renewal Support Term where Customer is operating on a Solution version that is more than two (2) general release versions behind the then-current release for any Solution, SunGard will assess a ten percent (10%) surcharge over and above the support fee for that Renewal Support Term, with such surcharge to be imposed on a prorated basis for the portion of the Renewal Support Term that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Solution in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the support surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

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Support Standards

I. **Support Hours: Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. **Targeted Response Times.**

"Notification" means a communication to SunGard's help desk by means of: (i) SunGard's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard's then-current policies and procedures for submitting such communications.

With respect to SunGard's support obligations, SunGard will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution or Custom Modifications identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard "Telephone Support" hour occurring after SunGard's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning SunGard's Solution/Custom Modification is not performing a process that has caused a complete work stoppage.	SunGard has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard's Solution/Custom Modification is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning SunGard's Solution/Custom Modification is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard's online support portal, and b) when SunGard's support representative assigns a case number and conveys that case number to the Customer.*

Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for SunGard staff and each session participant.

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SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles' round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to $125 per night. If, depending on the city, reasonable accommodations cannot be secured for $125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport or client site is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 20% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

$57.00 per day Standard Per Diem

$11.40 – Breakfast

$14.25 – Lunch

$31.35 – Dinner

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SunGard Standard Terms

These SunGard Standard Terms (**"SST"**) may be incorporated into one or more orders referencing these SST (each, an **"Order"**). Each Order, together with these SST, shall form a separate agreement (this **"Agreement"**), by and between the Person identified on the Order (**"Customer"**) and the SunGard company identified on the Order (**"SunGard"**), applicable to the proprietary solution identified on the Order (the **"Solution"**), as such Solution may be modified, revised and updated from time to time. Only the Customer and SunGard entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order (**"Order Execution Date"**).

1. Scope. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the **"Specified Configuration"**) and for updating the Specified Configuration in accordance with SunGard's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for SunGard to complete the professional services described in Section 6. SunGard is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to SunGard the fees stated in the Order, in accordance with the payment terms stated on the Order. SunGard shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within thirty (30) days after the invoice date. A late payment fee at the rate of 12% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past due and unpaid by Customer to SunGard, except for Disputed Amounts. SunGard may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

3.2. Taxes. The fees and other amounts payable by Customer to SunGard under this Agreement do not include any taxes, duties, levies, fees or similar charges of any jurisdiction (**"Taxes"**) that may be assessed or imposed in connection with the transactions contemplated by this Agreement, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse SunGard for any such Taxes payable or collectable by SunGard.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to SunGard, within ten (10) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which SunGard may have, SunGard may, in its sole discretion and with further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). SunGard shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. SunGard shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. SunGard shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade secret or other proprietary right of any Person (collectively, **"IP Rights"**). SunGard shall have no obligation under this Section 4.2 unless Customer promptly gives notice to SunGard within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve SunGard of its liability and obligations under this Section 4.2 only to the extent that SunGard is prejudiced by such later notice) and allows SunGard to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in SunGard's sole opinion is likely to be initiated, SunGard may at its option and expense:

(a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or

(c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to SunGard for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring

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fee(s) paid by Customer to SunGard with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), SunGard will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code (**"Harmful Code"**) and will use commercially reasonable efforts to eliminate any such Harmful Code that SunGard discovers.

4.4. Exclusion for Unauthorized Actions. SunGard is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.55, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

4.7. Limitations Cap. EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LIABILITY CAP.

4.8. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUNGARD FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUNGARD'S BREACH OF SECTION 5.

4.9. Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.7 AND 4.8 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; OR (e) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.7 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2.

4.10. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow SunGard to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. SunGard shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to SunGard, as and if permitted by SunGard's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement), SunGard will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If SunGard complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, SunGard shall

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provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and

3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.11. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not SunGard, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. SunGard Public Sector is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that SunGard is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.12. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by SunGard. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and SunGard shall have no liability relating to such Open Source Software; provided, however, that SunGard shall be responsible for fixing Errors caused by the Open Source Software to the same extent as SunGard's ongoing support obligations as set forth in Section 8.5 and 9.33 of this Agreement.

4.13. Open Negotiation. Customer and SunGard have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.14. Title and Risk of Loss. In no event will SunGard be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.15. Disclaimer. Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUNGARD MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUNGARD WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 Other Limitations. The warranties made by SunGard in this Agreement, and the obligations of SunGard under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between SunGard and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order, SunGard shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. The party receiving Confidential Information (**"Receiving Party"**) of the other (**"Disclosing Party"**) shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security.

(a) SunGard will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. SunGard will review and test such safeguards on no less than an annual basis.

(b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked

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environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

(c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of SunGard in the Solution and Documentation, and disclaim any liability or responsibility of SunGard with respect to such Third Party Users.

5.3. Personal Data. If SunGard processes or otherwise has access to any personal data or personal information on Customer's behalf when performing SunGard's obligations under this Agreement, then: (i) Customer shall be the data controller (where **"data controller"** means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and SunGard shall be a data processor (where **"data processor"** means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to SunGard so that SunGard may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include SunGard processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for SunGard to provide the Solution and perform its other obligations under this Agreement; and (iii) SunGard shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of SunGard or its licensors, having great commercial value to SunGard or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with SunGard or its licensors, even with respect to such items that were created by SunGard specifically for or on behalf of Customer. SunGard and its Affiliates may freely use Feedback without attribution or the need for SunGard, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement.

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with SunGard; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services. .

6.2. Professional Services Fees. Customer shall pay to SunGard the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon SunGard's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse SunGard for reasonable travel, living and other out-of-pocket expenses incurred by SunGard personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support

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rendered by SunGard. Reimbursable expenses shall be incurred by SunGard personnel in accordance with SunGard's then current per diem travel expense guidelines, a copy of which will be included in the Order. SunGard shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for SunGard to perform its obligations under this Agreement, Customer shall provide to SunGard access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with SunGard in its performance hereunder, all as reasonably necessary for SunGard to perform its obligations under this Agreement.

6.5. Professional Services Warranty. SunGard warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. SunGard shall have no liability under this Section 6.5 unless, within thirty (30) days after the actual date of the particular Professional Services, SunGard receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, SunGard's only obligation under this Section 6.5 is to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While SunGard personnel are performing services at Customer's site, SunGard will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to SunGard in writing and in advance. Customer shall promptly reimburse SunGard for any out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of SunGard's performing Professional Services, Customer may, from time to time, provide SunGard with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to SunGard a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for SunGard, SunGard's Affiliates and SunGard's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

7.2. Termination. Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to SunGard for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to SunGard all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to SunGard certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. Saas, ASP and Hosting. SunGard shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If SunGard provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify SunGard so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within SunGard's network, SunGard may suspend access to the Solution without advance notice if SunGard reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that SunGard will promptly notify Customer of any such event.

8.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to SunGard by communications link or in another manner described on the Order. As between SunGard and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to SunGard that Customer has the full legal right for Customer and SunGard, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give SunGard an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in SunGard's possession. To the extent practicable and at Customer's expense after receipt of such notice, SunGard shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form. SunGard may retain such property until SunGard receives all payments due to SunGard under that Order. If Customer fails to give that notice within thirty (30) days after such termination, then SunGard may dispose of such property in a commercially reasonable manner.

(c) In order to improve SunGard's product and service offerings for its customers, SunGard may maintain a database of information residing on the Solution. SunGard and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any SunGard product or service offering.

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8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in SunGard facilities under this Agreement. Customer will reimburse SunGard for the reasonable out-of-pocket costs SunGard incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. SunGard shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) SunGard shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) SunGard shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. SunGard's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, SunGard shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on SunGard's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, SunGard will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of SunGard's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or SunGard discovers.

8.9. Volume Increases. Customer shall give notice to SunGard whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order..

9.1. Grant. Except as otherwise provided in an Order, SunGard grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may, subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to SunGard. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. SunGard shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on SunGard's network for downloading. Physical shipment is on F.O.B. terms, SunGard's shipping point and electronic delivery is deemed effective at the time SunGard provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date.**"

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("**Initial Support Term**"), SunGard shall provide the ongoing support services described in that Order; and Customer shall pay to SunGard support fees stated on such Order ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that SunGard shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, SunGard may increase the Support Fees payable.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) SunGard shall discontinue providing all ongoing support services, including SunGard's obligations under Section 9.3; (ii) any SunGard warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) SunGard shall not be liable for Customer's use of the Solution after the Support Termination Date except for SunGard's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by SunGard after the Support Termination Date).

9.5. Software Warranty. SunGard warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. SunGard's sole obligation and liability under this warranty is to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that SunGard performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit SunGard, at

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SunGard's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, SunGard will comply with Customer's reasonable security procedures and company policies that have been provided to SunGard in writing. Customer shall promptly reimburse SunGard for any out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Backup. Customer acknowledges that it is the best judge of the value and importance of the data held on Customer's systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. SunGard shall have no liability for any loss or damage caused by Customer's failure to maintain such backed-up copies.

9.8. Audit. At SunGard's expense and upon written request with reasonable notice, Customer will permit SunGard, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless SunGard believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of SunGard to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to SunGard's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is stated on the Order. SunGard's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement by SunGard or (ii) a termination of this Agreement, Customer shall also mail a written notice to SunGard Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and such notices shall identify the name date, specific parties and SunGard Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

(a) **"affiliate"** whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.

(b) **"Authorized Recipient"** means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of SunGard; and (ii) with respect to SunGard, SunGard, its foreign and domestic Affiliates and their respective contractors.

(c) **"Authorized User"** means a Customer employee.

(d) **"Confidential Information"** means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.

(e) **"copy"** whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.

(g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.

(h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to SunGard promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A disputed will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts.

(i) **Documentation"** means the standard user documentation SunGard provides for the Solution, as such Documentation may be updated from time to time.

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10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by SunGard hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which SunGard provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Personnel. Customer acknowledges that: (a) SunGard expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support and professional services team personnel ("**SunGard Personnel**"); (b) SunGard's business is highly competitive, is marketed throughout the United States, Europe and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if Customer were to hire SunGard Personnel, then SunGard may suffer lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those SunGard Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any SunGard Personnel at any time when such SunGard Personnel is employed or engaged by SunGard or during the six (6) months after such employment or engagement ends, then Customer shall pay to SunGard as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such SunGard Personnel's salary and other compensation (including bonus or commission payments) at the time of leaving his/her employment or engagement with SunGard. For purposes of this provision, "**hire**" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

10.10. Jurisdiction and Governing Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or its subject matter. If Customer is, as of the Order Execution Date, headquartered inside the Americas, then only Section 10.10(a) below applies. If Customer is, as of the Order Execution Date, headquartered in the European Economic Area, Croatia and Switzerland then only Section 10.10(b) below applies. If Customer is, as of the Order Execution Date, headquartered outside of the Americas or the European Economic Area, Croatia and Switzerland then only Section 10.10(c) below applies.

(a) This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Seminole County, Florida, or the United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

(b) This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of England and Wales excluding choice of law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims).

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Office of Town Attorney

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

(c) This Agreement and any disputes or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of England and Wales excluding choice of law. Each party irrevocably agrees that the any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination, or validity thereof (including non-contractual disputes or claims), shall be referred to and finally resolved by the International Court of Arbitration of the International Chamber of Commerce under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") for the time being in force, which rules are deemed to be incorporated by reference in this Section. The location and seat of the arbitration shall be (i) London if Customer is headquartered in Europe, Middle East or Africa and (ii) Singapore if Customer is headquartered in Asia Pacific. There shall be one arbitrator. The arbitrator shall be agreed between the parties. Failing agreement, or if the arbitrator selected is unable or is unwilling to act, the appointing authority shall be the ICC. The arbitration proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding upon both parties and shall be enforceable in any court of law. Each of the parties waives irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. Notwithstanding anything to the contrary in this Agreement, either party may at any time seek an interim injunction or other interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such party, including, but not limited to, the confidentiality provisions of this Agreement. The law governing the arbitration agreement contained in this Section, the arbitration, and the conduct and procedure of the arbitration, shall be the laws of England and Wales. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

Reviewed By
Office of Town Attorney

WHEREAS, commencing January 2017 the Town will be offering its Group Management Life and Accidental Death Benefits Insurance Program in combination with the Flexible Spending Plan; and

WHEREAS, the current policy with The Standard Life Insurance Company of New York is due to expire December 31, 2016; and

WHEREAS, the Department of Human Resources solicited firms through its broker, Kurz Planning Inc. to submit quotations for the Town's Voluntary Management Life Insurance Program pursuant to the Town's Procurement Policy; and

WHEREAS, Leonard Genova, Town Attorney, and Frank Scalera, Chief Deputy Town Attorney, by memorandum dated November 22, 2016, state that the Department of Human Resources has complied with the provisions of the Town of Oyster Bay Procurement Policy; and

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memoranda dated November 28, 2016 and December 9, 2016, requests that Town Board permission be granted to place the Town's Group Management Life and Accidental Death Benefit Insurance Plan, for the period from January 1, 2017 through December 31, 2017 with The Standard Life Insurance Company of New York; and

WHEREAS, John Canning, Commissioner of the Department of Human Resources, in his memoranda dated November 28, 2016 and December 9, 2016, further requests Town Board authorization to allow the Town of Oyster Bay to make payments directly to the following insurance companies, to cover the cost of premiums for the employees participating in the various insurance programs offered through the Flexible Spending Plan:

1. The Guardian
   P.O. Box 824404
   Philadelphia, Pennsylvania 19182-4404

2. Accordia Life and Annuity Company
   Insurance Services
   P.O. Box 105234
   Atlanta, Georgia 30348

3. Guardian Universal Life (G.U.L.)
P.O. Box 19005
Greenvale, South Carolina 29602-9005

4. METLIFE
P.O. Box 8500-3895
Philadelphia, Pennsylvania 19178-3895

5. Security Mutual Life Insurance
Company of New York
P.O. Box 1625
Binghamton, New York 13902-1625

6. The Standard Life Insurance Company
of New York
P.O. Box 5757
Portland, Oregon 97228-5750

NOW, THEREFORE, BE IT RESOLVED, That the requests hereinabove set forth are accepted and approved, and the Town of Oyster Bay is hereby authorized to make payments directly to the aforementioned insurance companies, to cover the cost of premiums for the employees participating in the various insurance programs offered through the Flexible Spending Plan; and be it further

RESOLVED, That the Supervisor is hereby authorized to enter into an agreement with The Standard Life Insurance Company of New York, for a period of one (1) year, from January 1, 2017 through December 31, 2017; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN TA 0000 00020 400 0000 000, upon receipt of a duly certified claim form.

-#-

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)
Human Resources

29

723

Town of Oyster Bay

Inter-Departmental Memo

November 28, 2016

TO: Memorandum Docket

FROM: John Canning, Commissioner
Department of Human Resources

SUBJECT: The Standard Life Insurance (managerial life insurance)
Flexible Spending Accounts

This Department requests to reserve a space on the December 13, 2016 calendar. Supplemental information will follow.

Thank you for your courtesy and cooperation in this matter.

John Canning
Commissioner

JC:ja
Town Attorney (Original w/10 copies)

Town of Oyster Bay
Inter-Departmental Memo

December 9, 2016

To: Memorandum Docket

From: John Canning, Commissioner

Subject: **The Standard Life Insurance (managerial life insurance) Flexible Spending Accounts Supplemental Memo to Item #29 of the November 29, 2016 Docket**

Pursuant to Town Board Resolution Number 74-2003, the Town of Oyster Bay offers participation in a Section 125 Flexible Spending Plan for all full-time permanent employees, which is administered by a Third-Party Administrator (TPA). In addition, the Town also offers participation in various insurance programs offered through the Flexible Spending Plan which are administered by the Department of Human Resources.

Commencing January 2014 the Town began offering its Group Management Life and Accidental Death Benefits Insurance Program in combination with the Flexible Spending Plan, which will afford Management employees the opportunity to participate in the Plan on a pre-tax basis up to the first $50,000.00 of coverage, and the Town will benefit by saving on the FICA.

Accordingly, in calendar year 2016 this Department solicited eleven firms through its Broker, Kurz Planning Inc., to submit quotations for the Town's Voluntary Management Life Insurance Program pursuant to the Town's Procurement Policy. The results of the RFP indicated that due to the highly competitive quotation from the incumbent, The Standard Life Insurance Company of New York, ten of the companies declined to provide a quote. There is an attachment from the Town Attorney's office allowing a waiver due to the insufficient amount of bids received. The Standard Life Insurance Company of New York submitted two proposals for the Town of Oyster Bay's review.

Therefore, it is hereby recommended that the Town of Oyster Bay exercise the proposal which holds the current rates, terms and conditions the same, for the time period of January 1, 2017 through December 31, 2017, with the Standard Life Insurance Company of New York as per the attached proposal. The Town of Oyster Bay has met Guideline 9 in the procurement policy.

In addition, this Department is requesting permission to make payments directly to the following insurance companies to cover the cost of premiums for employees participating in the various Flexible Spending Plan insurance programs for the year 2017. Funds for these payments are to be drawn from the TWN TA 0000 00020 400 0000 000 account:

1. The Guardian
   P.O. Box 824404
   Philadelphia, PA 19182-4404
   Federal ID # 13-5123390

2. Accordia Life and Annuity Company
   Insurance Services
   P.O. Box 105234
   Atlanta, GA 30348
   Federal ID # 116001934

3. Guardian Universal Life (G.U.L.
   P.O. Box 19005
   Greenvale, SC 29602-9005
   Federal ID # 13-5123390

4. METLIFE
   P.O. Box 8500-3895
   Philadelphia, PA 19178-3895
   Federal ID # 13-5581829

5. Security Mutual Life Insurance Company of New York
   P.O. Box 1625
   Binghampton, NY 13902-1625
   Federal ID # 15-0442730

6. The Standard Life Insurance Company of New York
   P.O. Box 5757
   Portland, OR 97228-5750
   Federal ID # 13-4119477

It is hereby requested that this matter be placed on the Town Board calendar for action at the meeting of December 13, 2016 and adopted at said meeting, and that the Town exercise the one-year option of its Group Management Life and Accidental Death Benefit Insurance Plan with the Standard Life Insurance Company of New York, and that the Town Comptroller be directed to make payment to the above-referenced insurance companies upon receipt of a duly completed claim form.

John Canning by Vick Fanelli Deputy Commissioner

John Canning
Commissioner
Department of Human Resources

JC: ja
attachs.
cc: Christine Wiss, Deputy Comptroller
Robert Darienzo, Director of Finance
Town Attorney, original w/10 copies

Town of Oyster Bay
Inter-Departmental Memo

RECEIVED

2016 NOV 23 A 9:53

DEPT. OF HUMAN RESOURCES
TOWN OF OYSTER BAY

TO: John Canning, Commissioner
Department of Human Resources
Att: Vicki Spinelli, Deputy Commissioner

FROM: Office of the Town Attorney

DATE: November 22, 2016

SUBJECT: Request for Determination Regarding Procurement
Voluntary Management Life Insurance Policy

In connection with the above referenced matter, this office has reviewed your memorandum dated November 3, 2016, outlining your attempt to obtain three responses to the Requests for Proposals.

Based upon our review, we have determined that you made an adequate attempt to obtain the required number of proposals. Accordingly, you have complied with the provisions of the Town of Oyster Bay Procurement Policy.

The response is returned herewith.

LEONARD GENOVA
TOWN ATTORNEY

Frank M. Scalera
Chief Deputy Town Attorney

FMS:esk

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Meeting of December 13, 2016 Resolution No. 724-2016

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on a proposed contract between the Oyster Bay Water District and the Town of Oyster Bay, for the rental of hydrants for the 2017 Calendar Year, said Hearing to be held in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on January 10, 2017 at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

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)

75

724

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : November 30, 2016

SUBJECT: 2017 Hydrant Rental – Oyster Bay Water District

It is requested that the Town Clerk be authorized to advertise a Notice of Hearing in connection with the above referenced matter.

LEONARD GENOVA
TOWN ATTORNEY

Anthony C. Curcio
Assistant Town Attorney

ACC:nb
Enclosure
File 3079

S:\Attorney\RESOS 2016\MD & RESO\2017 Hydrant Rental-OB Water District, ACC.doc

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on a proposed contract between the Oyster Bay Water District and the Town of Oyster Bay, for the rental of hydrants for the 2017 Calendar Year, said Hearing to be held in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on , 2017 at :00 o'clock .m., prevailing time, said Notice to be advertised in newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

Reviewed By
Office of Town Attorney

PUBLIC NOTICE
ON PROPOSED CONTRACT FOR FIRE HYDRANT RENTAL

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, Oyster Bay, New York, on Tuesday, , 2017, at o'clock .m., prevailing time, at which Hearing residents and parties interested will have an opportunity to be heard on the proposed Contract with the Oyster Bay Water District for the rental of two hundred twenty-five (225) hydrants at an agreed per annum rental fee of $20,250.00 for the period from January 1, 2017 through December 31, 2017, for the benefit of the Oyster Bay Water District; the Contract shall provide in general that any recognized and established fire company or department, which, from time to time, may furnish fire protection to the inhabitants within the Oyster Bay Water District, or to persons having property located therein, shall be allowed to use said fire hydrants, and all necessary water which can be drawn therefrom, for the fighting and control of fires and such other purposes as are generally customarily used for fire fighting and control. BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk. Dated: 2016, Oyster Bay, New York.

Reviewed by
Office of Town Attorney

AGREEMENT made as of the date of the signing hereof between OYSTER BAY WATER DISTRICT, an improvement district of the Town of Oyster Bay, Nassau County, New York, hereinafter referred to as the "Water District", and the TOWN OF OYSTER BAY, acting for and on behalf of the OYSTER BAY FIRE PROTECTION DISTRICT, an improvement district of the Town of Oyster Bay, Nassau County, New York, hereinafter referred to as the "Town ", WITNESSETH:

1. The Water District hereby rents to the Town for the calendar year 2017, at an annual rate of ninety ($90.00) dollars per hydrant, the following fire hydrants owned by the Water District and located within the bounds of said Oyster Bay Fire Protection District, with the right and privilege to allow any recognized and established fire company, companies, or departments, which, from time to time, may furnish fire protection to the inhabitants within said Oyster Bay Fire Protection District or to persons having property located therein, to use said fire hydrants and all necessary water which can be drawn therefrom for the fighting and control of fires and such other purposes as are generally and customarily used for fire fighting and control:

NUMBER OF HYDRANTS	LOCATION
2	Adams Street
1	Agnes Street
1	Anchor Court
7	Anstice Street
3	Audrey Avenue
2	Bayside Avenue
2	Bayview Avenue
6	Berry Hill Road
1	Blueberry Lane
3	Burtis Avenue
1	Capitol Court
3	Capitol Heights Road
1	Church Street
1	Compass Court
4	East Main Street
2	Fairview Lane
3	Fieldstone Lane
3	Florence Avenue
2	Francesca Drive
1	Glen Cove Road

NUMBER OF HYDRANTS	LOCATION
1	Grace Street
2	Hamilton Avenue
3	Harbor Road
3	Highwood Road
6	Hill Drive
2	Hilltop Lane
1	Huckleberry Lane
2	Irving Place
6	Ivy Street
1	Keel Court
3	Kellogg Street
6	Lake Avenue
2	Larrabee Avenue
4	Lexington Avenue
2	Locust Lane
2	Marion Street
2	Mariner's Walk
2	Maxwell Avenue
7	McCoun's Lane
2	Melbourne Street
5	Mill River Road
4	Oak Hill Drive
4	Orchard Street
3	Park Avenue
1	Peachtree Drive
1	Peerless Drive
1	Pine Drive
9	Pine Hollow Road
1	Prospect Street
1	Richard Place
1	Rush Place
1	Sampson Street
2	Sandy Hill Road
6	School Street
1	Schoolhouse Court
3	Schoolhouse Place
1	Seawanhaka Place
1	Sherwood Court
10	Sherwood Gate
3	Ships' Point Lane
2	Shore Avenue
1	Short Drive

	NUMBER OF HYDRANTS	LOCATION
	1	Sideview Drive
	1	Sidney Street
	2	Simcoe Street
	4	Singworth Street
	1	Soundview Avenue
	9	South Street
	2	Spring Street
	4	Summers Street
	1	Summit Court
	3	Summit Street
	1	The Circle
	2	Tooker Avenue
	1	Underhill Avenue
	3	Weeks Avenue
	3	West End Avenue
	8	West Main Street
	1	West Oak Hill Drive
	1	West Shore Road
	2	White Street
	1	Willow Place
	3	Wood Drive
	1	Woodland Road
Total	225	

2. The Water District, in consideration of the payment of said rental, agrees to keep said hydrant accessible and in working order and to furnish such water therein and therefrom as may be available from the water system of said Water District.

3. The Town agrees to pay to said Water District, on or before the 10th day of August 2017, said hydrant rental at the rate of ninety ($90.00) dollars per hydrant, a total of twenty thousand two hundred fifty ($20,250.00) dollars.

4. Nothing herein contained shall be construed to prevent the Water District from allowing other persons, corporations or municipalities from using said hydrants or drawing water therefrom.

5. If any additional hydrants are installed for the year covered by this agreement, the Town agrees to pay for such additional hydrants on a pro rata basis from the date of installation.

IN WITNESS WHEREOF, the parties have executed this agreement.

DATE

OYSTER BAY WATER DISTRICT

11/07/2016

Attest:

Secretary to the Board

Commissioners

DATE

TOWN OF OYSTER BAY

Supervisor

Attest:

Town Clerk

Meeting of December 13, 2016 Resolution No. 725-2016

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on proposed rental of hydrants for the 2016 Calendar Year by the Town of Oyster Bay from New York American Water Company, Inc., said Hearing to be held in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on January 10 , 2017 at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

-#-

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)

16

725

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : November 29, 2016

SUBJECT: 2016 Hydrant Rental – New York American Water Company, Inc.
Glenwood-Glen Head Fire Protection District

It is requested that the Town Clerk be authorized to advertise a Notice of Hearing in connection with the above referenced matter.

LEONARD GENOVA
TOWN ATTORNEY

Anthony C. Curcio
Assistant Town Attorney

ACC:nb
Enclosure
File 3079

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PUBLIC NOTICE
ON PROPOSED CONTRACT FOR FIRE HYDRANT RENTAL

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, Oyster Bay, New York, on Tuesday, , 2017, at o'clock .m., prevailing time, at which Hearing residents and parties interested will have an opportunity to be heard on the proposed rental from New York American Water Company, Inc. of two hundred twenty-four (224) hydrants at an agreed per annum rental fee of $167,690.88, for the period from January 1, 2016 to December 31, 2016, for the benefit of the Glenwood-Glen Head Fire Protection District. Any recognized and established fire company, companies or department, which, from time to time, may furnish fire protection to the inhabitants within the Glenwood-Glen Head Fire Protection District, or to persons having property located therein, shall be allowed to use said fire hydrants, and all necessary water which can be drawn therefrom, for the fighting and control of fires and such other purposes as are generally customarily used for fire fighting and control. BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk. Dated: 2016, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on proposed rental of hydrants for the 2016 Calendar Year by the Town of Oyster Bay from New York American Water Company, Inc., said Hearing to be held in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on , 2017 at :00 o'clock .m., prevailing time, said Notice to be advertised in newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

-#-

Reviewed By
Office of Town Attorney

Meeting of December 13, 2016

Resolution No. 726-2016

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 246, ZONING, SECTION 246-11.6.1.3, TEMPORARY SIGNS"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on September 6, 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 September 1, 2016, recommended 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 Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 20; and be it further

RESOLVED, That said Local Law 6 -2016, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 246, ZONING, SECTION 246-11.6.1.3, TEMPORARY SIGNS", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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)
Planning & Development

Meeting of December 13, 2016 Resolution No. 727-2016

Reviewed By
Office of Town Attorney

WHEREAS, in or about May, 2016, the Nassau County Department of Health notified the Town of alleged violations of the Public Health Ordinance of the County of Nassau relative to the reporting and investigation of alleged discharges from underground storage equipment at the Bethpage Community Park; and

WHEREAS, Leonard Genova, Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated December 9, 2016 advised that the Office of the Town Attorney appeared before the Nassau County Department of Health on several occasions in an effort to favorably resolve these allegations in view of the fact that there was, in fact, no discharge of any substance from said underground storage equipment and that the Town promptly corrected the faulty sensor that was at issue; and

WHEREAS, in order to resolve the allegations in a favorable fashion, the Town must enter into a stipulation with the Nassau County Department of Health in which the Town will admit to the veracity of the allegation, but will then have the opportunity to present mitigating evidence that will consist of, among other things, the fact that there was no discharge, that the sole reason for these allegations was a faulty alarm, and the fact that the Department of Parks has developed procedures and protocols to prevent the inadvertent failure to report possible discharges in the future; and

WHEREAS, by way of the above-referenced memorandum, the Office of the Town Attorney requests that the Town Board authorize the Town Attorney or his designee to enter into such stipulation, understanding that by stipulating to the charges the Town will likely be exposed to a potential fine that is substantially less than the full amount of any fine should the Town contest the charges,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby approved, and the Office of the Town Attorney is authorized to enter into a stipulation with the Nassau County Department of Health in order to resolve the allegations made against the Town as outlined above.

-#-

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)

30 727

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : December 9, 2016

SUBJECT: Authorization to Enter Stipulation with Nassau County Department of Health

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In or about May, 2016, the Nassau County Department of Health notified the Town of four (4) alleged violations of the Public Health Ordinance of the County of Nassau relative to the reporting and investigation of alleged discharges from underground storage equipment at the Bethpage Community Park. This Office commenced an investigation into the allegations with assistance from the Department of Parks.

In sum, a faulty alarm at the Bethpage Community Park apparently triggered a notification to the Department of Health as to the existence of a possible discharge. While the Department of Health had notice of the alarm, the Town did not formally notify the Department of Health of the alarm's status. That lack of notification resulted in the allegations being filed against the Town.

After receiving notice of the allegations, the undersigned appeared at the Nassau County Department of Health in order to address said allegations. After meeting with the Health Department program directors and attorneys, a further investigation was conducted by the Town in order to ascertain the nature and extent of the Town's response to the alarm notwithstanding the lack of notification to the County.

Thereafter, further discussions occurred with the Department of Health and, in view of the totality of the circumstances, representatives of said Department indicated that rather than contesting the charges and facing the maximum potential fine, the Town could enter into a stipulation with the Department of Health whereby the Town will not contest the allegations and will tender its mitigating evidence (which includes the fact that there was no discharge, that the faulty alarm was promptly repaired, and that the Department of Parks has developed protocols to prevent a lack of notification in the future). In consideration of such stipulation, the Department of Health may then assess a substantially lower fine than provided for by the Public Health Ordinance.

Consequently, it is this Office's request that the Town Attorney or his designee be authorized to enter into a stipulation with the Department of Health at its December 14, 2016 hearing in order to resolve these allegations. Accordingly, kindly suspend the rules and place this item on the December 13, 2016 action calendar.

LEONARD GENOVA
TOWN ATTORNEY

Matthew M. Rozea
Assistant Town Attorney

Meeting of December 13, 2016 Resolution No. 728-2016

Reviewed By
Office of Town Attorney

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 10th day of January, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND LOCAL LAW 1-2016 CREATING A BUILDING AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY"; and be it further

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

-#-

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

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

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

31 728

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : December 8, 2016

SUBJECT: Proposed Local law entitled:
"A LOCAL LAW TO AMEND LOCAL LAW 1-2016 CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY."

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

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

Please suspend the rules and place this matter on the Town Board Action calendar for December 13, 2016.

LEONARD GENOVA
TOWN ATTORNEY

Thomas M. Sabellico
Special Counsel

TMS:st
Enclosures
cc: Town Attorney (w/10 copies)
S:\Attorney\LOCAL LAWS\Amnesty Program (see PROLAW 2016-5517\MD - Amendment.docx

Reviewed By
Office of Town Attorney

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 10th day of January, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND LOCAL LAW 1-2016 CREATING A BUILDING AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY"; and be it further

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

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Reviewed By
Office of Town Attorney

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 10th day of January, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the matter set forth hereinafter: PROPOSED LOCAL LAW, entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2016 CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: December 13, 2016, Oyster Bay, New York.

NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET
ALBANY, NY 12231

Local Law Filing

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

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

Town of Oyster Bay

Local Law No. _____ **of the year** 2017

A local law entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2016 CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY."

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

Town of Oyster Bay as follows:

Section 1. Legislative Findings. By Local Law 1-2016, adopted on June 7, 2016, the Town Board of the Town of Oyster Bay created a Permit Amnesty Program, which applied to owners of one and two family homes and properties in condominium unit developments situated in the Town of Oyster Bay, and allowed such owners to file building permit applications and other permit applications for existing improvements and waived the maintain fee. In order to take advantage of the Amnesty Program, applications had to be filed no later than December 31, 2016. Based upon the success of the Amnesty Program, the Town Board has determined that extending the Permit Amnesty Program through June 30, 2017, will be advantageous to the Town and its residents.

Section 2. Amnesty Period. Section 3 of Local Law 1-2016 is hereby amended to read as follows:

Section 3. Amnesty Period. The Permit Amnesty Program shall begin immediately and continue through June 30, 2017. This shall be known as the Amnesty Period.

a. The Town of Oyster Bay Department of Planning and Development will begin taking building permit applications and other permit applications under this Permit Amnesty Program effective immediately for all past work and work in progress at the time of the enactment of this local law without benefit of permit and will stop accepting permit applications under this local law on June 30, 2017; and

b. During the Amnesty Period, the Town of Oyster Bay will waive the maintain fee for building permits and other required permits (e.g., electrical and plumbing) to maintain

construction activities that took place or are taking place without the required permit(s) and for which such work the necessary permit(s) has been applied for during the Amnesty Period. All other fees and costs associated with the issuance of building or other permits shall remain in effect during the Amnesty Period.

Section 3. Except as modified by this Local Law all of the terms, conditions and provisions of Local Law 1-2016 shall remain in full force and effect.

Section 4. SEQRA Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(20) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Section 5. Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Section 6. Effective Date. This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

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

1. (Final adoption by local legislative body only).

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2017 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2017, in accordance with the applicable provisions of law.

_____
Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2017

(Certification to be executed by Town Attorney).

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

_____
Signature
Town Attorney
Title

Town of Oyster Bay

Date: _____ 2017

S:\Attorney\LOCAL LAWS\Amnesty Program (see PROLAW 2016-5517\LL - Extension.docx

Reviewed By
Office of Town Attorney

Meeting of December 13, 2016 Resolution No. 729-2016

Reviewed By
Office of Town Attorney

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 10th day of January, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AS AMENDED BY LOCAL LAW 2-2016 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY"; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Human Resources

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : December 8, 2016

SUBJECT: Proposed Local law entitled:
"A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AS AMENDED BY LOCAL LAW 2-2016 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY."

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

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

Please waive the rules and place this matter on the Town Board Action calendar for December 13, 2016.

LEONARD GENOVA
TOWN ATTORNEY

Thomas M. Sabellico
Special Counsel

TMS:st
Enclosures
cc: Town Attorney (w/10 copies)
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Reviewed By
Office of Town Attorney

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 10th day of January, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AS AMENDED BY LOCAL LAW 2-2016 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY"; and be it further

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

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Reviewed By
Office of Town Attorney

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 10th day of January, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the matter set forth hereinafter: PROPOSED LOCAL LAW, entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AS AMENDED BY LOCAL LAW 2-2016 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOHN VENDITTO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: December 13, 2016, Oyster Bay, New York.

NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET
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Town of Oyster Bay

Local Law No. _____ **of the year** 2017

A local law entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY."

Be it enacted by the Town Board **of the**

Town of Oyster Bay as follows:

Legislative Findings. On October 13, 2015, the Town Board passed Local Law 1-2015 which created a local retirement incentive program for the eligible employees of the Town of Oyster Bay. On June 21, 2016, the Town Board passed Local Law 2-2016 which amended Local Law 1-2015. The Town Board finds and declares that further extending the period of eligibility for a retirement incentive through June 30, 2017, would achieve cost-savings for the Town. Accordingly, Local Law 1-2015, as amended by Local Law 2-2016, is hereby further amended as follows:

SECTION 4 IS AMENDED AS FOLLOWS:

Section 4. Notwithstanding any other provision of law, any eligible employee who:

a. has been continuously in the active service of the Town from no later than July 1, 2014 to the date immediately prior to retirement;
b. is eligible for a service retirement (with or without penalty) as of the effective date of this local law (for the Period 1 as more fully set forth in Section 4Ai hereof) or first becomes eligible between January 1, 2017 and on or before June 30, 2017 (for the Period 2 as more fully set forth in Section 4Aii hereof); and
c. files an application for service retirement that is effective during the applicable period, as set forth in Section 5 hereof,

shall be entitled to the retirement incentive provided in Section 4A of this local law.

ADD SECTION 4A AS FOLLOWS:

Section 4A. There shall be two open periods during which eligible employees who have complied with the requirements of Section 4 of this local law may retire and receive the additional retirement benefit:

i. Period 1 shall commence on the effective date of this Local Law 1-2015 and shall run through the close of business on January 31, 2017. Period 1 shall be for those employees who first became eligible to retire on or before December 31, 2016, but did not take the retirement incentive. In order to qualify to receive the additional retirement benefit an eligible employee's last day of work must be no later than the close of business on January 31, 2017, with his or her retirement being effective commencing no later than February 1, 2017;

ii. Period 2 shall commence on January 1, 2017 and shall run through the close of business on June 30, 2017. Period 2 shall be for those employees who first become eligible to retire on or after January 1, 2017, and in order to qualify for the additional retirement benefit, the eligible employee's retirement must be effective within thirty days after his or her eligibility, but in any event not later than July 31, 2017, with his or her retirement being effective commencing no later than August 1, 2017.

SECTION 5 IS AMENDED AS FOLLOWS:

Section 5. A. Notwithstanding any other provision of law, an eligible employee who is a member of the retirement system and who is entitled to a retirement incentive pursuant to Section 4 of this local law, as amended, and who retires under the provisions of Period 1 as set forth in Section 4A of this local law, as amended, shall receive a retirement incentive of:

a. The sum of $500.00 for each completed year of retirement service credit in the retirement system; and
b. The Town shall provide the retiree with individual health, optical and dental insurance for life, and shall provide health insurance coverage to those individuals covered under the retiree's family coverage, if applicable, during retiree's life;

B. Notwithstanding any other provision of law, an eligible employee who is a member of the retirement system and who is entitled to a retirement incentive pursuant to Section 4 of this local law, as amended, and who retires under the provisions of Period 1 as set forth in Section 4A of this local law, as amended, shall receive a retirement incentive of:

a. The sum of $1,000.00 for each completed year of retirement service credit in the retirement system; and
b. The Town shall provide the retiree with individual health, optical and dental insurance for life, and shall provide health insurance coverage to those individuals covered under the retiree's family coverage, if applicable, during retiree's life;

SECTION 8 IS AMENDED AS FOLLOWS:

Section 8. The amounts due under Section 5 and Section 7 to any eligible employee who has complied with Section 4 of this local law and who retires pursuant to this local law shall be paid, at the employee's option, to be exercised prior to the effective date of his or her retirement, either:

a. In one lump sum seventy-five (75) days after the effective date of retirement; or
b. In three equal payments, the first payment to be made within seventy-five (75) days after the effective date of the employee's retirement, the second payment to be made on the first anniversary of the effective date of the retirement, and the third payment to be made on the second anniversary of the effective date of the retirement, all without interest.

SEQRA Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(20) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Effective Date. This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

1. (Final adoption by local legislative body only).

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2017 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2017, in accordance with the applicable provisions of law.

_____
Clerk of the Town of Oyster Bay

(Seal) Date: _____, 2017

(Certification to be executed by Town Attorney).

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

_____
Signature
Town Attorney
Title

Town of Oyster Bay

Date: _____ 2017

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NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET
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Town of Oyster Bay

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c. files an application for service retirement that is effective during the applicable period, as set forth in Section 5 hereof,

shall be entitled to the retirement incentive provided in Section 4A of this local law.

ADD SECTION 4A AS FOLLOWS:

Section 4A. There shall be two open periods during which eligible employees who have complied with the requirements of Section 4 of this local law may retire and receive the additional retirement benefit:

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ii. Period 2 shall commence on January 1, 2017 and shall run through the close of business on June 30, 2017. Period 2 shall be for those employees who first become eligible to retire on or after January 1, 2017, and in order to qualify for the additional retirement benefit, the eligible employee's retirement must be effective within thirty days after his or her eligibility, but in any event not later than July 31, 2017, with his or her retirement being effective commencing no later than August 1, 2017.

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b. The Town shall provide the retiree with individual health, optical and dental insurance for life, and shall provide health insurance coverage to those individuals covered under the retiree's family coverage, if applicable, during retiree's life;

B. Notwithstanding any other provision of law, an eligible employee who is a member of the retirement system and who is entitled to a retirement incentive pursuant to Section 4 of this local law, as amended, and who retires under the provisions of Period 1 as set forth in Section 4A of this local law, as amended, shall receive a retirement incentive of:

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SECTION 8 IS AMENDED AS FOLLOWS:

Section 8. The amounts due under Section 5 and Section 7 to any eligible employee who has complied with Section 4 of this local law and who retires pursuant to this local law shall be paid, at the employee's option, to be exercised prior to the effective date of his or her retirement, either:

a. In one lump sum seventy-five (75) days after the effective date of retirement; or
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Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Effective Date. This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

1. (Final adoption by local legislative body only).

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2017 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2017, in accordance with the applicable provisions of law.

_____
Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2017

(Certification to be executed by Town Attorney).

STATE OF NEW YORK
COUNTY OF NASSAU

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Signature
Town Attorney
Title

Town of Oyster Bay

Date: _____ 2017

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