

BE IT ORDAINED, by the Town Board of the Town of Oyster Bay, County of Nassau, State of New York, that the Code of the Town of Oyster Bay, New York, adopted October 5, 1971, and recodified April 22, 1991, as Chapter 233, as amended, be and the same is further amended as follows:

That the following locations be ADDED to SECTION 17-25 of the said Code establishing thereunder the following intersections as STOP intersections and stop signs shall be erected at appropriate places facing traffic on the stop street. All traffic on a stop street approaching a through street from either direction, unless otherwise designated, shall come to a full stop before entering the through street.

	<u>THROUGH STREET</u>	<u>STOP STREET</u>
SYOSSET	WESTMINSTER ROAD	DRURY LANE, northwest
	WESTMINSTER ROAD	DRURY LANE, southeast
	DRURY LANE	WESTMINSTER ROAD, northeast

That the following locations be ADDED to SECTION 17-44 of the said Code establishing LEFT OR RIGHT TURNS SHALL OR SHALL NOT BE MADE AS THE CASE MAY BE, which shall be appropriately designated by posted signs: HICKSVILLE - Jerusalem Avenue - No Right Turn - east side - 15 feet south of the south curblineline of West Nicholai Street; No Left Turn - west side - 22 feet north of the north curblineline of West Nicholai Street. MASSAPEQUA - Ontario Avenue - No Left Turn - south side - at the two exits of the parking lot to Broadway.

That the following locations be ADDED to SECTION 17-152 of the said Code establishing NO STOPPING ZONES, which shall be appropriately designated by posted signs: GLEN HEAD - Helen Street - No Stopping Here to Corner - north side - starting at the east curblineline of Glen Cove Road, east for a distance of 50 feet. MASSAPEQUA - Rockwood Avenue - No Stopping Anytime - east side - starting at a point 60 feet south of the south curblineline of East Maple street, south for a distance of 133 feet. North Broadway - No Stopping Here to Corner - east side - starting from the north curblineline of North Wisconsin Avenue, north for a distance of 40 feet; west side - starting at the south curblineline of North Wisconsin Avenue, south for a distance of 40 feet; east side - starting from the south curblineline of North Wisconsin Avenue, south for a distance of 40 feet. Biltmore Boulevard at its intersection with Hampton Road - No Stopping Anytime on all three sides of the Traffic Island. Biltmore Boulevard No Stopping Anytime - east side - starting at the south curblineline of Hampton Road, south for a distance of 50 feet.

That the following locations be DELETED from SECTION 17-154 of the said Code: MASSAPEQUA - North Broadway - No Stopping Bus Stop - east side - starting from the north curblineline of North Wisconsin Avenue, north for a distance of 60 feet; west side - starting at the south curblineline of North Wisconsin Avenue, south for a distance of 100 feet.

That the following location be ADDED to SECTION 17-165 of the said Code establishing NO PARKING ZONES, which shall be appropriately designated by posted signs: PLAINVIEW - Richard Court - No Parking Here to Corner - south side - starting at the west curblineline of Pasadena Drive, west for a distance of 25 feet.

That the following locations be DELETED from SECTION 17-165 of the said Code: MASSAPEQUA - Merrick Road - No Parking Anytime - south side - starting at a point 232 feet east of the east curblineline of Unqua Road, east for a distance of 56 feet; south side - starting at a point 225 feet east of the east curblineline of Unqua Road, east for a distance of 75 feet. PLAINVIEW - Richard Court - No Parking Here to Corner - south side - starting at the west curblineline of Pasadena Drive, west for a distance of 45 feet. Manor Street - No Parking Anytime - east side - starting at a point 5 feet north of the apron to House No. 159, south for a distance of 20 feet.

That the following locations be DELETED from SECTION 17-166 of the Said Code: MASSAPEQUA - North Hickory Street - No Parking 7am to 3pm School Days - north side - starting at the east curblin of Peony Drive, east for a distance of 178 feet; north side - starting at a point 27 feet opposite the east curblin of Magnolia Drive, east for a distance of 163 feet; north side - starting at the east curblin of Peony Drive, east for a distance of 530 feet. No Parking 7am to 5pm School Days - north side - starting at a point 178 feet east of the east curblin of Peony Drive, east for a distance of 100 feet.

That the following location be ADDED to SECTION 17-167 of the said Code, establishing LIMITED PARKING ZONES, which shall be appropriately designated by posted signs: MASSAPEQUA - Merrick Road - Two Hour Parking - south side - starting at a point 268 feet west of the west curblin of Unqua Road, west for a distance of 285 feet; south side - starting at a point 153 feet east of the east curblin of West Shore Road, east for a distance of 75 feet.

That the following location be DELETED from SECTION 17-167 of the said Code, MASSAPEQUA - Merrick Road - Two Hour Parking - south side - starting at a point 268 feet west of the west curblin of Unqua Road, west for a distance of 435 feet.

That the following locations be ADDED to SECTION 17-168 of the said Code, establishing LIMITED PARKING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs: GLEN HEAD - Helen Street - No Parking 10am to 3pm except Saturday, Sunday and Holidays - north side - starting at a point 50 feet east of the east curblin of Glen Cove Road, east to the west curblin of Marion Street; south side - starting at a point 80 feet east of the east curblin of Glen Cove Road, east for a distance of 195 feet; south side - starting at the west curblin of Marion Street, west for a distance of 110 feet. MASSAPEQUA - Parkside Boulevard - Two Hour Parking 7am to 7pm Except Saturday, Sunday and Holidays - west side - starting from the south curblin of Pennsylvania Avenue, south for a distance of 130 feet.

That the following location be DELETED from SECTION 17-168 of the said Code: MASSAPEQUA - Parkside Boulevard - Two Hour Parking 7am to 7pm Except Saturday, Sunday and Holidays - west side - starting from the south curblin of Pennsylvania Avenue, south for a distance of 150 feet.

That the following location be ADDED to SECTION 17-184 of the said Code, establishing NO PARKING/STANDING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs: MASSAPEQUA - North Richmond Avenue - No Parking Saturdays and Sundays 2pm to 7pm - south side - starting at a point 107 feet east of the east curblin of Broadway, east for a distance of 100 feet.

That the following locations be DELETED from SECTION 17-184 of the said Code: MASSAPEQUA - North Richmond Avenue - No Parking Saturdays and Sundays 2pm to 7pm - south side - starting at a point 107 feet east of the east curblin of Broadway, east for a distance of 176 feet; north side - starting at a point 132 feet east of the east curblin of Broadway, east for a distance of 102 feet.

-#-

APPROVED
John Canning
COMMISSIONER OF HUMAN RESOURCES

Meeting of April 24, 2018

RESOLUTION P-8-18

WHEREAS, The 2018 Budget, adopted October 24, 2017 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 2018 Budget, on October 24, 2017, 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Nay
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Human Resources
Payroll

Reviewed By
Office of Town Attorney

Thom M. Adair

Meeting of April 24, 2018

Resolution No. TF-07-2018

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

ITEM NO.	DEPT.	AMOUNT	FROM
020-18	IGA	\$ 2,000.00	IGA CD 8668 48250 732 CD18
			TO
		2,000.00	IGA CD 8668 48250 731 CD18
			FROM
021-18	IGA	85.00	IGA CD 8686 47200 000 CD17
			TO
		85.00	IGA CD 8686 47900 000 CD17
			DEBIT
022-18	IGA	30,510.00	IGA CD 0001 02170 000 CD18
			CREDIT
		30,510.00	IGA CD 8668 48250 733 CD18
			DEBIT
023-18	IGA	23,122.50	IGA CD 0001 02170 000 CD18
			CREDIT
		23,122.50	IGA CD 8662 28800 727 CD18
			FROM
024-18	DER	1,000.00	DER SR05 8160 41740 000 0000
			TO
		1,000.00	DER SR05 8160 45100 000 0000

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs
Environmental Resources

2A

Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: April 5, 2018

SUBJECT: Transfer of Funds

FROM

IGA CD 8668 48250 732 CD 18	\$2,000.00
(Residential Rehabilitation)	

TO


IGA CD 8668 48250 731 CD 18	\$2,000.00
(Residential Rehabilitation Lead Paint Testing)	

JUSTIFICATION

This transfer is respectfully requested to provide funds for Lead Based testing services for the Community Development Program's Residential Rehabilitation Program.



Frank V. Sammartano
Commissioner



FSV/PA
cc: Town Attorney w/ 7 copies

2B

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

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: April 5, 2018

SUBJECT: Transfer of Funds

FROM


IGA CD 8686 47200 000 CD17 \$85.00
(Travel Expense)

TO


IGA CD 8686 47900 000 CD 17 \$85.00
(Other Expense)

JUSTIFICATION

This transfer is respectfully requested to register Inspector Michael Imbergamo as a member of the Building Inspectors Association of Nassau County (BIANCO) which entitles him to take the in-service training courses sponsored by BIANCO. The in-service training is required annually to maintain the New York State Code Enforcement Official Certification.



Frank V. Sammartano
Commissioner



FSV/PA
cc: Town Attorney w/ 7 copies

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Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: April 4, 2018

SUBJECT: Increase Budget/Transfer of Funds

DEBIT


IGA CD 0001 02170 000 CD18	\$ 30,510.00
(Community Development Income General)	

CREDIT

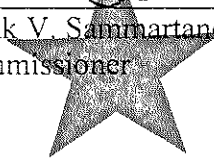
IGA CD 8668 48250 733 CD 18	\$ 30,510.00
(Res Rehab Deferred Loan)	

JUSTIFICATION

The above transfer is respectfully requested in order to expend funds received from the Deferred Loan Program. These funds are to be utilized within the Community Development Block Grant Program. These particular funds will be utilized in the Residential Rehabilitation Program.

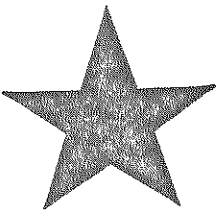


Frank V. Sammartano
Commissioner



FVS/PA
cc: Town Attorney w/7 copies

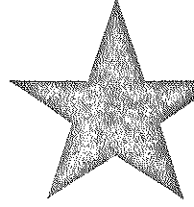
	Def Loan Cotuleo	\$	13,125.00
	Def Loan Clements	\$	17,385.00
		\$	30,510.00



Fidelity National Agency Solutions, Bank of America (FNTIC) Escrow Account: 1235183426
DATE: 1/31/2018
BUYER: Joseph T Cotuleo and Rosemarie T Cotuleo
PROPERTY ADDRESS: 67 S Windhorst Avenue, Bathpage, NY 11714
PAYEE: Town Of Oyster Bay
1/31/2018: Payoff to Town Of Oyster Bay

920831
CHECK AMOUNT: \$13,125.00
SETTLEMENT DATE: 1/26/2018

\$13,125.00



Fidelity National Agency Solutions, Bank of America (FNTIC) Escrow Account: 1235183426
DATE: 1/31/2018
BUYER: Joseph T Cotuleo and Rosemarie T Cotuleo
PROPERTY ADDRESS: 67 S Windhorst Avenue, Bathpage, NY 11714
PAYEE: Town Of Oyster Bay
1/31/2018: Payoff to Town Of Oyster Bay

920831
CHECK AMOUNT: \$13,125.00
SETTLEMENT DATE: 1/26/2018

\$13,125.00

IGA CD 0001 02170 000 CD18

CHASE

CASHIER'S CHECK

9821513197

95.3
+40

Date 02/02/2018

Remitter: JONATHAN M ROSEN/ATTORNEY TRUST ACCOUNT IOLA M

Pay To The Order Of: TOWN OF OYSTER BAY

Pay: SEVENTEEN THOUSAND THREE HUNDRED EIGHTY FIVE DOLLARS AND 00 CENTS

\$** 17,385.00 **

Do not write outside this box

Memo: 72451 CLEMENTS

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

R. A. Crowley

Ryan A. Crowley, Managing Director
JPMorgan Chase Bank, N.A.
Columbus, OH



⑆9821513197⑆ ⑆044000037⑆ 758661433⑆

Re: Dorothy Clements
103 Commonwealth Avenue
Massapequa, New York 11758

Total \$17,385.00 ✓

To Whom It May Concern:

As per your request, once this department has received a certified check or bank check in the above amount, a satisfaction of judgment will be forwarded to the Nassau County Clerk's Office where it will be recorded. The check is payable to Town of Oyster Bay.

If you have any further questions, please contact Joseph F. Rondinelli at (516) 767-5711.

AS PER JOE
FIGURE IS CORRECT
DOES NOT ACCRUE
INTEREST

Very truly yours,

P. Aiello

Peter Aiello, Program Coordinator
Community Development

PA/jr

IF 6A CD 000102170 000 CD 18

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Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: April 4, 2018

SUBJECT: Increase Budget/Transfer of Funds

DEBIT

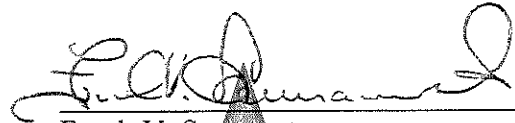
IGA CD 0001 02170 000 CD18	\$ 23,122.50
(Community Development Income General)	

CREDIT


IGA CD 8662 28800 727 CD 18	\$ 23,122.50
(Public Facilities Improvement ADA deferred loan)	

JUSTIFICATION

The above transfer is respectfully requested in order to expend funds received from the Deferred Loan Program. These funds are to be utilized within the Community Development Block Grant Program. These particular funds will be utilized in the purchase of Mobi-Mats for North Shore Beaches as well as Inclusive Swing chairs for various Town Parks, both of which remove barriers, and provide accessibility for all.

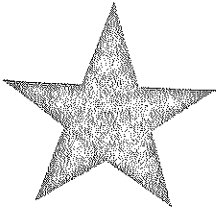


Frank V. Sammartano
Commissioner



FVS/PA
cc: Town Attorney w/ 7 copies

	Def Loan Banks	\$	14,790.00
	Def Loan Saladino	\$	8,332.50
		\$	23,122.50



HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

citibank

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

Citibank, N.A.

FC# 00245 FA# 004
017-04 CK. Ser. # 114744078

DATE 01/10/18

114744078

62-20
311

PAY *****FOURTEEN THOUSAND SEVEN HUNDRED NINETY DOLLARS*****

TO THE ORDER OF *****TOWN OF OYSTER BAY*****

\$14,790.00

NAME OF REMITTER ADDRESS LAURIE A BANKS

Citibank, N.A. One Penn's Way
New Castle, DE 19720

Drawer: Citibank, N.A.

BY

AUTHORIZED SIGNATURE

⑈ 114744078 ⑈

⑆031100209⑆

38762924⑈

IGA CD 0001 02170 000 CD 18

DeFerrellon Lillian Banks



CASHIER'S CHECK

DATE 01/11/2018 \$0.00

ISSUING REGION 081 BRANCH Woodbury Common BRANCH ID 46372

EIGHT THOUSAND THREE HUNDRED THIRTY TWO DOLLARS AND 50 CENTS

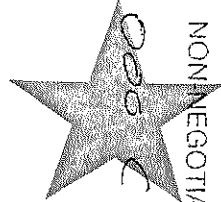
PAY TO THE ORDER OF: **TOWN OF OYSTER BAY**

\$ 8,332.50

RE: 2610 SALADINO CELESTE

CUSTOMER COPY
NON-NEGOTIABLE

FFGACD 0001 02170



0006218

2A

Town of Oyster Bay
Inter-Departmental Memo

April 17, 2018

TO: Memorandum Docket

FROM: Neil O. Bergin, Commissioner
Department of Environmental Resources

SUBJECT: Transfer of Funds

The Department of Environmental Resources requests Town Board authorization to transfer the following funds for rental of portable toilets located at the Solid Waste Disposal Facility in Old Bethpage.

From:	DER SR05 8160 41740 000 0000	Chemicals	\$1,000.00
To:	DER SR05 8160 45100 000 0000	Equipment Rentals	\$1,000.00

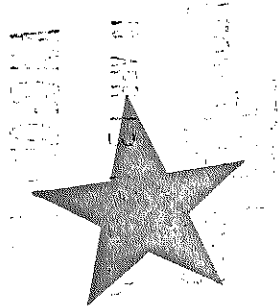
This transfer is necessary for the payment of various invoices which were never processed.



Neil O. Bergin, Commissioner
Department of Environmental Resources

NOB/tml
cc: Town Attorney - w/ 7 copies

DER file no. G500
Docket memo transfer of funds for portable toilets at SWDD April 2018 .doc



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 26, 2018, has requested Town Board authorization to host and present an Anti-Bullying Event entitled "Put Bullying on Ice", as part of a family skate night during the 6pm - 9pm public session at the Town of Oyster Bay Ice Skating Center at Bethpage Community Park on Saturday, October 6, 2018, to coincide with October 2018 national Bullying Prevention Month; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 26, 2018, has requested Town Board authorization to waive the admission and skate rental fees for all Town of Oyster Bay residents during the Anti-Bullying Event entitled "Put Bullying on Ice",

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and authorization is given to the Department of Parks to present the Anti-Bullying Event entitled "Put Bullying on Ice", as part of a family skate night and to waive the admission and skate rental fees for all Town of Oyster Bay residents during the 6pm - 9pm public session at the Town of Oyster Bay Ice Skating Center at Bethpage Community Park on Saturday, October 6, 2018.

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

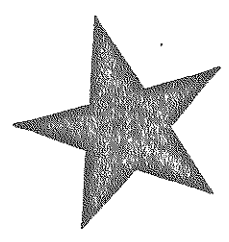
TO: MEMORANDUM DOCKET
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS
DATE: MARCH 26, 2018
SUBJECT: Anti-Bullying Event, "Put Bullying on Ice" - October 6, 2018

The Department of Parks respectfully requests Town Board approval to host an Anti-Bullying Event "Put Bullying on Ice", as part of a family skate night during the 7pm-9pm public session at the Town of Oyster Bay Ice Skating Center at Bethpage on October 6, 2018.

The Department of Parks is also requesting approval to waive admission and skate rental fees for all residents of Oyster Bay during the designated time. This event coincides with October 2018 National Bullying Prevention Month and will help to raise awareness within the community of the Town of Oyster Bay.


JOSEPH G. PINTO
COMMISSIONER OF PARKS

JGP/ks
c. Town Attorney with 7 copies



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 28, 2018, requested Town Board approval for the Town of Oyster Bay to conduct an Arts and Crafts for Toddlers Ages 2-4 Program and establish a \$25.00 per Oyster Bay resident registration fee and a \$30.00 per non-Town resident registration fee, which covers the cost of needed supplies as well as a T-shirt for every registrant,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to conduct the above noted arts and crafts program, with the monies collected pursuant to said program to be deposited in account TWN TA 0000 00085 473 0000.

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Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: Tuesday, March 28, 2018

SUBJECT: Arts and Crafts for Toddlers Ages 2-4 Program

The Department of Parks requests Town Board approval to establish fees for the following Town of Oyster Bay sponsored arts and crafts program:


Arts and Crafts for Toddlers Ages 2-4

This is an organized fun arts and crafts program for toddlers ages 2-4 which will be available to resident and non-resident toddlers. The program will be administered by the Division of Recreation. Dates, times and locations of the program are to be established by the Commissioner of Parks.

The fee for this program has been \$20.00 for all toddlers the past few years. We are requesting authorization to increase fees, \$5.00 additional for resident and \$10.00 for non-resident toddlers. Thus, establishing fees of \$25.00 and \$30.00 respectfully.

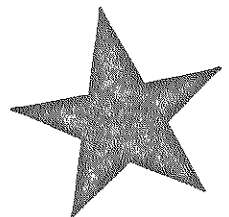
The fees will cover the cost of supplies needed to successfully run this program, including a t-shirt for each toddler.

Town Board approval is recommended.



Joseph G. Pinto
COMMISSIONER OF PARKS

CC: Office of Town Attorney (original + 7 copies)



WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 2, 2018, requested Town Board authorization to renew Professional and General Liability Insurance, for the Division of Employment and Training staff located at its Town Hall South facility and for said Division's members of the Workforce Development Board, with the General Insurance Company of America, through Salerno Brokerage Corp., 117 Oak Drive, Syosset, New York 11791, in the respective amounts of \$3,420.00 and \$18,925.00, for a total yearly amount of \$22,345.00, from 12:01 a.m. of May 1, 2018; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and accepted, and the Department of Intergovernmental Affairs is hereby authorized to renew the abovementioned Professional and General Liability Insurance policies, for the Division of Employment and Training, from 12:01 a.m. of May 1, 2018, in the respective amounts of \$3,420.00 and \$18,925.00, for a yearly total in the amount of \$22,345.00; and be it further

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

RESOLVED, That funds in the amount of \$22,345.00 are to be drawn from Account No. IGA CD 6293 43000 000 CW17, for said payments.

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

7/4/18
Reviewed By

Office of Town Attorney

Elizabeth A. Taughner

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TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 2, 2018

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

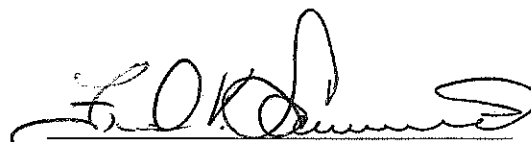
SUBJECT: RENEWAL OF PROFESSIONAL AND GENERAL LIABILITY
INSURANCE - SALERNO BROKERAGE CORP.

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

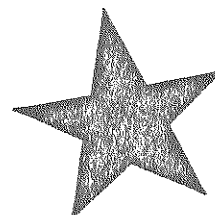
The term of the policy is May 1, 2018 to May 1, 2019, and the attached correspondence satisfies the requirements of the Town's procurement policy.

It is respectfully requested that the Town Board pass a resolution effective May 1, 2018 authorizing payment to Salerno Brokerage Corp. in the amount of \$22,345.00 for Professional and General Liability insurance for the staff and WDB Division of Employment & Training. Funds are available in account IGA CD 6293 43000 000 CW17.

Thank you for your attention to this matter.


Frank V. Sammartano,
Commissioner

FVS:sd
cc: Town Attorney w/7 copies
Attachments





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

117 Oak Drive, Syosset, New York 11791-4625

March 29, 2018 516-364-4044 • Fax: 516-364-5901 • www.salernoins.com

Mr. Steven Delligatti
Oyster Bay North Hempstead Glen Cove Workforce Development Board
977 Hicksville Road
Massapequa, NY 11755

RE: Policy Type: General Liability & Professional Liability
Policy Term: 5/1/2018 to 5/1/2019

Dear Steven,

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

We approached the following three carriers on your behalf:

- 1) **General Insurance Company of America** – Quoted a premium of \$18,925 for the General Liability portion and \$3,420 for the Professional liability portion. (A copy of the quotation is attached for your review.)
- 2) **Capitol Specialty** – Advised that they could not quote as they are not currently writing admitted business in New York.
- 3) **Markel** – Declined as the risk was not within their current appetite guidelines.
- 4) **USLI** – declined as cannot write on an admitted basis and would not be able to match existing policy's terms and conditions.

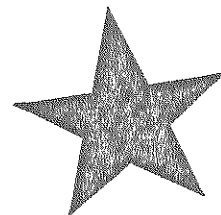
Briefly, the policies are outlined as follows:

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

GENERAL LIABILITY

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

Exclusions: Employment Related Practices
Known Injury or Damage
Pollution





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

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

Page Two

March 29, 2018

PROFESSIONAL LIABILITY

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

Exclusions: Pollution
 Medical Doctors
 Sexual Misconduct Liability

Premiums:

The General Liability Premium is: \$18,925. (The expiring policy was \$17,920.)

The Professional Liability Premium is: \$3,420. (The expiring policy was also \$3420)

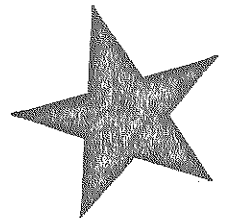
We trust that you are pleased with the renewal quotations and request written binding instructions before April 15, 2018.

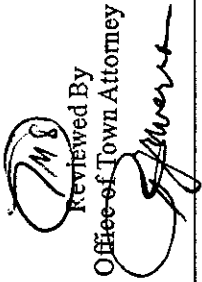
Thank you for the opportunity to be of service. As always, please do not hesitate to contact our office with any questions.

Very truly yours,

Maryann K. Aiello

Enc.




 Reviewed By
 Office of Town Attorney

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated April 2, 2018, recommended that authorization be granted to pay for membership dues in the New York State Government Finance Officers' Association, Inc., for 2018, for the following employees, at the following respective fees, for a total amount not to exceed \$480.00:

Steven C. Ballas, Comptroller	\$ 85.00
Christine M. Wiss, Deputy Comptroller	\$ 85.00
James J. Stefanich, Receiver of Taxes	\$155.00
Madalena Sabatino, Field Auditor II	\$155.00

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and authorization is hereby granted to pay for membership dues for the employees set forth hereinabove, for 2018, at the above-referenced fees, for a total amount not to exceed \$480.00, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. CMP A1315.47900 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller

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TOWN OF OYSTER BAY

Inter-Departmental Memo

APRIL 2, 2018

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

Subject: MEMBERSHIP G.F.O.A.

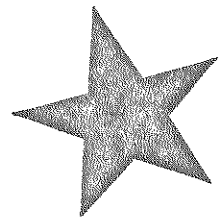
Your favorable consideration is requested for Steven C. Ballas, Comptroller, Christine M. Wiss, Deputy Comptroller, Madalena Sabatino, Field Auditor II, and James J. Stefanich, Receiver of Taxes for membership in the New York State Government Finance Officers' Association, Inc. for 2018. The annual fee is \$155.00 each for returning members Madalena Sabatino and James J. Stefanich, and \$85.00 each for first time members Steven C. Ballas and Christine M. Wiss, as per the attached 2017 renewal forms (prices are the same for 2018), with a "not to exceed" figure of \$480.00. Funds will be available in CMP A1315.47900 000 0000, "Other Expenses", after a transfer of funds is completed.


STEVEN C. BALLAS
COMPTROLLER

Attachments

SCB:mr

cc: Town Attorney (7)
Christine M. Wiss, Deputy Comptroller
James J. Stefanich, Receiver of Taxes
Madalena Sabatino, Field Auditor II
Accounts Payable Division
Reading File





NYS GOVERNMENT FINANCE OFFICERS ASSOCIATION

MEMBERSHIP APPLICATION

The information you provide below will be included in the Members Only Online Membership Directory.

First Name	STEVEN C.		
Last Name	BALLAS		
Professional license/designation	CPA		
Title	TOWN COMPTROLLER		
Employer	TOWN OF OYSTER BAY		
Address	74 AUDREY AVENUE		
City	State	Zip	
	NY	11771	
Phone	(516) 624-6444		
Email	sballas@oysterbay-ny.gov		
County	Region (see reverse)		
NASSAU	LONG ISLAND		
Type of Government/Business	MUNICIPAL GOVERNMENT		
Dues Category (see reverse)	GOV H		

☐ If you are a current member and any of your information has changed, please check here.

Acceptable forms of payment:

Check, Purchase Order, Voucher, MasterCard, Visa, Discover

• Credit Card Payments: Call NYS GFOA at 518-465-1512.

• Check Payments: Please make checks payable to: NYS GFOA.

See reverse for correct Dues level.

Amount enclosed: _____

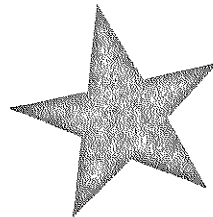
Make Mail payments to:

NYS GFOA | 126 State Street, 5th Floor | Albany, NY 12207

PLEASE INCLUDE A COPY OF THIS FORM WITH PAYMENT.

Questions: 518.465.1512 | Email: info@nysgfoa.org

Website: www.nysgfoa.org





NYS GOVERNMENT FINANCE OFFICERS ASSOCIATION

MEMBERSHIP APPLICATION

The information you provide below will be included in the Members Only Online Membership Directory.

CHRISTINE M.

First Name

WISS

Last Name

Professional license/ designation

DEPUTY COMPTROLLER

Title

TOWN OF OYSTER BAY

Employer

74 AUDREY AVENUE

Address

OYSTER BAY NY 11771

City

(516) 624-6447

State

Zip

CWISS@oysterbay-ny.gov

Phone

NASSAU

Email

LONG ISLAND

County

Region (see reverse)

Municipal Government

GOV H

Type of Government/Business

Dues Category (see reverse)

☐ If you are a current member and any of your information has changed, please check here.

Acceptable forms of payment:

Check, Purchase Order, Voucher, MasterCard, Visa, Discover

• Credit Card Payments: Call NYS GFOA at 518-465-1512.

• Check Payments: Please make checks payable to: NYS GFOA.

See reverse for correct Dues level.

Amount enclosed:

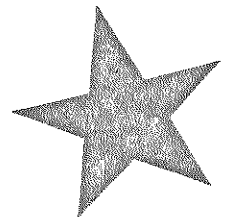
Make Mail payments to:

NYS GFOA | 126 State Street, 5th Floor | Albany, NY 12207

PLEASE INCLUDE A COPY OF THIS FORM WITH PAYMENT.

Questions: 518.465.1512 | Email: info@nysgfoa.org

Website: www.nysgfoa.org





New York State
Government Finance
Officers' Association, Inc.

1000 1000 Knowledge Blvd., Suite 100

NYS GOVERNMENT FINANCE OFFICERS ASSOCIATION

MEMBERSHIP APPLICATION

The information you provide below will be included in the Members Only Online Membership Directory.

MADALENA

First Name

SABATINO

Last Name

CPA

Professional license/designation

FIELD AUDITOR IV

Title

TOWN OF OYSTER BAY

Employer

74 AUDREY AVENUE

Address

OYSTER BAY NY 11771

City

(516) 624-6463

State

Zip

Phone

NASSAU

Email

LONG ISLAND

County

MUNICIPAL GOVERNMENT

Region (see reverse)

GOV4

Type of Government/Business

Dues Category (see reverse)

☐ If you are a current member and any of your information has changed, please check here.

Acceptable forms of payment:

Check, Purchase Order, Voucher, MasterCard, Visa, Discover

• Credit Card Payments: Call NYS GFOA at 518-465-1512.

• Check Payments: Please make checks payable to: NYS GFOA.

See reverse for correct Dues level.

Amount enclosed:

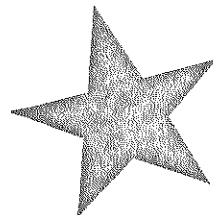
Make Mail payments to:

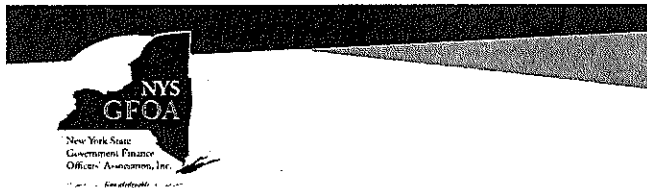
NYS GFOA | 126 State Street, 5th Floor | Albany, NY 12207

PLEASE INCLUDE A COPY OF THIS FORM WITH PAYMENT.

Questions: 518.465.1512 | Email: info@nysgfoa.org

Website: www.nysgfoa.org





NYS GOVERNMENT FINANCE OFFICERS ASSOCIATION

MEMBERSHIP APPLICATION

The information you provide below will be included in the Members Only Online Membership Directory.

JAMES J.		
First Name	STEFANICH	
Last Name		
Professional license/designation	RECEIVER OF TAXES	
Title	TOWN OF OYSTER BAY	
Employer	74 AUDREY AVENUE	
Address	OYSTER BAY NY 11771	
City	State	Zip
(516) 624-6421		
Phone	Email	
NASSAU	LONG ISLAND	
County	Region (see reverse)	
MUNICIPAL GOVERNMENT	GOV4	
Type of Government/Business	Dues Category (see reverse)	

☐ If you are a current member and any of your information has changed, please check here.

Acceptable forms of payment:

Check, Purchase Order, Voucher, MasterCard, Visa, Discover

• Credit Card Payments: Call NYS GFOA at 518-465-1512.

• Check Payments: Please make checks payable to: NYS GFOA.

See reverse for correct Dues level.

Amount enclosed:

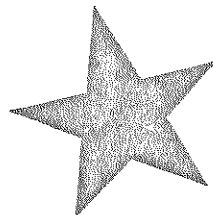
Make Mail payments to:

NYS GFOA 126 State Street, 5th Floor Albany, NY 12207

PLEASE INCLUDE A COPY OF THIS FORM WITH PAYMENT.

Questions: 518.465.1512 Email: info@nysgfoa.org

Website: www.nysgfoa.org



2017 Dues Structure:

- Dues cover the Association's fiscal year, the period from January 1 - December 31 of each year.
- Dues are payable January 1.
- Dues are discounted if payment is made by Check, Cash, Voucher, PO.

DUES TYPES AND RATES

GOVERNMENT: Employed by a government unit.

	<u>Check</u>	<u>Credit Card</u>
20 GOV1: per person (with 1-3 members)	\$170	\$175
GOV4: per person (with 4-8 members)	\$155	\$160
GOV9: per person (with 9+ members)	\$140	\$144
FIRST TIME Introductory rate:		
20 GOVH: per person	\$85	\$88

PRIVATE: Employed outside of a government unit.

	<u>Check</u>	<u>Credit Card</u>
PRIV1: per person (with 1-3 members)	\$395	\$407
PRIV4: per person (with 4-8 members)	\$350	\$361
PRIV9: per person (with 9+ members)	\$315	\$324
FIRST TIME Introductory rate:		
PRIVH: per person	\$190	\$196
STUDENT: per person (proof of enrollment required)		
	\$25	\$26
RETIREE: per person		
	\$25	\$26

To determine your individual dues, please check within your organization or call NYS GFOA: 518.465.1512.

Membership Type: Please indicate on the reverse what type of government unit or business in which you work.

Region: Please indicate on the reverse the county in which you work.

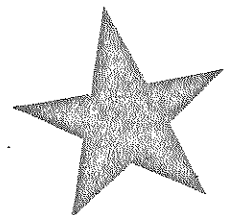
WESTERN: Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Steuben, Wayne, Wyoming, and Yates

CENTRAL: Broome, Cayuga, Chemung, Chenango, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Schuyler, Seneca, Tioga, and Tompkins

NORTHEAST: Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington

DOWNSTATE: Dutchess, the five boroughs of New York City, Orange, Putnam, Rockland, Sullivan, Ulster, & Westchester

LONG ISLAND: Nassau and Suffolk



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated October 13, 2017, authorized the Highway Department to clean up the premises located at 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 23, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 18, 2017, in the total amount of \$1,442.88, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 23, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,442.88 may be assessed by the Legislature of the County of Nassau against the parcel known as 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

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Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 23, 2018

SUBJECT: Property Cleanup Assessment
2 Robin Court, Farmingdale, New York 11735
Section 48, Block 553, Lot 4

The Department of Planning and Development, by memorandum dated October 13, 2017, directed the Highway Department to clean the premises located at 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated October 20, 2017, advised that the property was cleaned by a crew from the Highway Department on October 18, 2017. The cost incurred by the Town of Oyster Bay was \$1,442.88.

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

Kindly place this matter on the Town Board Action Calendar.

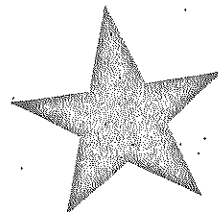
JOSEPH NOCELLA
TOWN ATTORNEY

Ralph P. Healey

Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

S:\AML\Cleanup MD&Reso\CleanupMD&Reso\MD 2 Robin Ct 3.23.18.doc



2018-6334
Need it

TOWN OF OYSTER BAY

**Inter-Departmental Memo
October 13, 2017**

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 2 Robin Court Farmingdale, NY 11735
SBL: 48-553-4

Notice of Violation (No.17981) was issued to the owner of the above-referenced premises 10/02/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54: I am directing that:

- The grass and vegetation be cut.
- The basement window be boarded up.

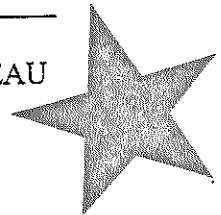
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney



504418173N

THIS INDENTURE, made the 9th day of October, nineteen hundred and ninety-eight

BETWEEN [REDACTED], RESIDING AT 2 ROBIN COURT, FARMINGDALE, NEW YORK, INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF [REDACTED], DECEASED, JOHN J. MILLI, RESIDING AT 12 BELLVIEW AVE. PORT WASHINGTON, NEW YORK, [REDACTED], RESIDING AT [REDACTED] AND [REDACTED], ALL AS DISTRIBUTEES UNDER THE LAST WILL AND TESTAMENT OF [REDACTED], DECEASED, SAID WILL HAVING BEEN PROBATED IN THE NASSAU COUNTY SURROGATE'S COURT, FILE NO. 283708,

as executor of

the last will and testament of

Farmingdale

, late of
deceased,

party of the first part, and [REDACTED], residing at 2 Robin Court, Farmingdale, New York,

party of the second part,

WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said last will and testament, and in consideration of ONE HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$113,250.00) dollars,

lawful money of the United States,

paid by the party of the

second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being XXXXX near Farmingdale, Town of Oyster Bay, County of Nassau and State of New York, known and designated as Lot No. 4 in Block No. 553 on a certain map entitled, "Map of Fortesque at Farmingdale, Section No. 1, situated near Farmingdale, Nassau County, New York, surveyed March 1954, by Baldwin Cornelius Co., civil engineers and surveyors, Freeport, N.Y." and filed in the Nassau County Clerk's Office on June 29, 1954, as Map No. 6180, being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Robin Court distant 48.00 feet southeasterly from the extreme southeasterly end of an arc of a curve which connects the easterly side of Robin Lane with the easterly side of Robin Court;

RUNNING THENCE north 66 degrees 31 minutes east, 131.81 feet;

THENCE south 13 degrees 20 minutes east, 15.38 feet to a point;

THENCE south 6 degrees 11 minutes 20 seconds west, 135.50 feet;

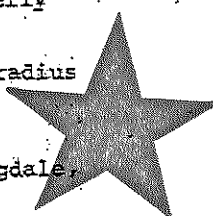
THENCE north 63 degrees 37 minutes west, 123.80 feet to the easterly side of Robin Court;

THENCE northerly along a curve which bears to the left having a radius of 50 feet and a length of 43.51 feet to the point or place of BEGINNING.

Said premise are more commonly known as 2 Robin Court, S. Farmingdale, New York.

Premises herein described are and intended to be the same as those described in deed recorded in Liber 5816 Page 540:

BC. 48
LK. 553
JT 4



JES

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

PLANNING AND DEVELOPMENT

2017 OCT 23 A 9:58

October 20, 2017 TOWN OF OYSTER BAY

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

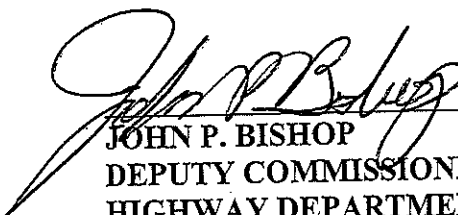
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 2 ROBIN COURT, FARMINGDALE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,442.88.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

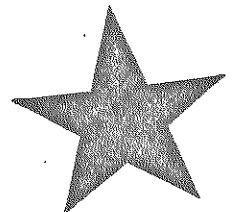

JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

2017 DEC 12 A 11:46
TOWN OF OYSTER BAY
PLANNING & DEVELOPMENT

CLEAN - UP 2 ROBIN COURT, FARMINGDALE TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (48-553-4) 2 ROBIN CT FARMINGDALE 11735

Date Oct 18, 2017

Work Order # 41280

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
RICHARD JULIANO	General Maintenance	01:00	\$42.34	00:00	0	\$42.34
MICHAEL MARTIN	General Maintenance	01:00	\$24.36	00:00	0	\$24.36
CHRISTOPHER MOORE	General Maintenance	01:00	\$24.36	00:00	0	\$24.36
JAMES ROMANO	General Maintenance	01:00	\$27.75	00:00	0	\$27.75
ANTHONY VOLLONO	General Maintenance	01:00	\$50.61	00:00	0	\$50.61
NICOLAS CAMMARANO	General Maintenance	01:00	\$24.46	00:00	0	\$24.46
Total Labor						\$193.88

Tools/Vehicle

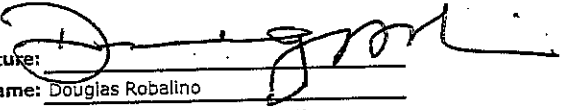
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD588	PICK-UP TRUCK 2006 FORD F-250 YW (27 / 013)	\$79.00	01:00	\$79.00
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:00	\$105.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00
TD728	POWER WAGON 2015 T-245	\$105.00	01:00	\$105.00
TR099	TRAILER 1993 CUSTM 6X10 YW (M-99 / M99)	\$105.00	01:00	\$105.00
Total Equipment				\$499.00

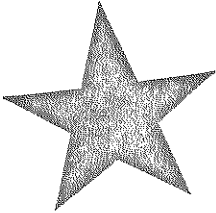
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

Grand Total \$1442.88

Description of Work:
CLEAN UP 2 ROBIN COURT FM

Signature: 
Name: Douglas Robalino
Title: Director of Highway Operations
Date: Oct 19, 2017



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated October 13, 2017, authorized the Highway Department to clean up the premises located at 8 Island Street, Plainview, New York 11803, also known as Section 12, Block 48, Lot 105 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 23, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 17, 2017, in the total amount of \$1,591.50, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 23, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,591.50 may be assessed by the Legislature of the County of Nassau against the parcel known as 8 Island Street, Plainview, New York 11803, also known as Section 12, Block 48, Lot 105 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway

Reviewed By
Office of Town Attorney
Ralph P. Healey

259

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 23, 2018

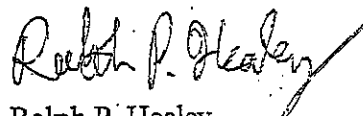
SUBJECT: Property Cleanup Assessment
8 Island Street, Plainview, New York 11803
Section 12, Block 48, Lot 105

The Department of Planning and Development, by memorandum dated October 13, 2017, directed the Highway Department to clean the premises located at 8 Island Street, Plainview, New York 11803, also known as Section 12, Block 48, Lot 105 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated October 20, 2017, advised that the property was cleaned by a crew from the Highway Department on October 17, 2017. The cost incurred by the Town of Oyster Bay was \$1,591.50.

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

Kindly place this matter on the Town Board Action Calendar.

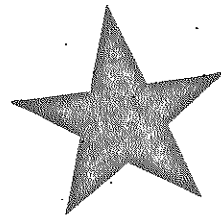
JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

S:\AML\Cleanup MD&Reso\CleanupMD&Reso\MD 8 Island St 3.23.18.doc



2018-6343
Need it

TOWN OF OYSTER BAY

Inter-Departmental Memo
October 13, 2017

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 8 Island Street Plainview, NY 11803
SBL: 12-48-105

Notice of Violation (No.17730) was issued to the owner of the above-referenced premises 10/06/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54: I am directing that:

- The grass and vegetation be cut.

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

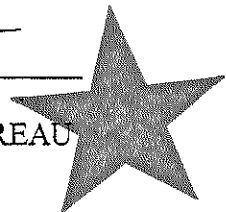
ELIZABETH L. MACCARONE
COMMISSIONER
BY:



MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney



THIS INDENTURE, made the 12th day of December, nineteen hundred and ninety seven
BETWEEN

party of the first part, and

_____ is wife residing at
8 Island Street, Plainview, N.Y. 11803

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Hicksville, Town of Oyster Bay, County of Nassau and State of New York, known and designated on a certain Map entitled "Map of Hicksville, Nassau County, N.Y., July 18, 1929, H.B. HAWKINS, C.E. Westbury, N.Y." and filed in the Nassau County Clerk's Office, October 30, 1929, as Map #1016, Case #2816, as an and by Lot Number 50 and part of Lot 51 and 49 in Block "D" which said lot and part of lots when taken together as one parcel are bounded and described according to said map, as follows:

BEGINNING AT A POINT ON the northerly side of Island Street, distant 162 feet easterly from the corner formed by the intersection

BEGINNING AT A POINT ON the northerly side of Island Street, distant 162 feet easterly from the corner formed by the intersection of the said northerly side of Island Street with the easterly side of South Oyster Bay Road, old line; running thence northerly at right angles to Island Street, 100 feet; thence easterly parallel with Island Street, 54 feet; thence southerly at right angles to Island Street, 100 feet to the northerly side of Island Street; and thence westerly along the northerly side of Island Street, 54 feet to the point or place of BEGINNING

SEA 12 Block 048 LOT 105

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

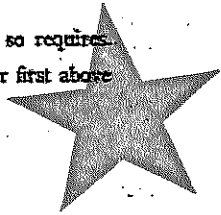
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from incumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:



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

THIS INDENTURE, made the 13th day of May, nineteen hundred and ninety-six
BETWEEN

as administrator of the Estate of [REDACTED]
late of 8 Island Street, Plainview, N. Y.
who died intestate on the 12th day of September, nineteen hundred and ninety-five
party of the first part, and

[REDACTED] Joint Tenants, both residing at
[REDACTED]

party of the second part,
WITNESSETH, that the party of the first part, to whom
of administration were issued by the Surrogate's Court, Nassau County, New York
on January 17, 1996 and by virtue of the power and authority given by Article 11 of the
Estates, Powers and Trusts Law, and in consideration of ONE HUNDRED THIRTY AND NO/100
(\$130,000.00) dollars,

paid by the party of the second part, does hereby grant and
release unto the party of the second part, the distributees or successors and assigns of the party of the second
part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of Oyster Bay, County of Nassau and State
of New York, known and designated on a certain map entitled "Map of Hicksville,
Nassau county, N. Y., July 18, 1929, H. E. Hawxhurst, C.E. Westbury, N. Y."
and filed in the Nassau County Clerk's Office, October 30, 1929, as Map #1016,
Case #2816, as and by Lot Number 50 and part of Lot 51 and 49 in Block "D",
which said lot and part of lots when taken together as one parcel are bounded
and described according to said map, as follows:

BEGINNING at a point on the northerly side of Island Street, distant 162 feet
easterly from the corner formed by the intersection of the said northerly side of
Island Street with the easterly side of South Oyster Bay Road, old line; running
thence Northerly at right angles to Island Street, 100 feet; thence easterly
parallel with Island Street, 54 feet; thence southerly at right angles to Island
Street, 100 feet to the northerly side of Island Street; and thence westerly along
the northerly side of Island Street, 54 feet to the point or place of beginning.
Premises are improved with a one family dwelling.
Premises also known as 8 Island Street, Plainview, N. Y.
The parties of the second part have executed a purchase money first mortgage
in the sum of \$50,000.00 to the party of the first part, dated even date herewith
and intended to be recorded simultaneously herewith.
Same premises conveyed to the decedent, Dorothea Bishop and recorded on
February 24, 1972 in Liber 8356 Page 131.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and
roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances,
and also all the estate which the said decedent had at the time of decedent's death in said premises, and also
the estate therein, which the party of the first part has or has power to convey or dispose of, whether individ-
ually, or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second
part, the distributees or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything
whereby the said premises have been incumbered in any way whatever, except as aforesaid.
Subject to the trust fund provisions of section thirteen of the Lien Law.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

[Signature]

[Signature]
DAVID BISHOP, Administrator



TAX MAP
SIGNATION

12

048

0105

des

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

PLANNING AND DEVELOPMENT

2017 OCT 23 A 9 59

October 20, 2017
TOWN OF OYSTER BAY

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

**SUBJECT: 8 ISLAND STREET, PLAINVIEW
CLEAN-UP**

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,591.50.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

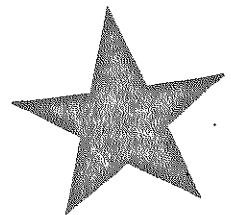

JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN - UP 8 ISLAND STREET, PLAINVIEW TO P & D

2017 DEC 12 A 11:46
TOWN OF OYSTER BAY
PLANNING AND DEVELOPMENT





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-48-105) 8 ISLAND ST PLAINVIEW 11803

Date Oct 17, 2017

Work Order # 41283

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SALVATORE DILEO, JR.	General Maintenance	02:00	\$35.90	00:00	0	\$71.80
JASON WAHL	General Maintenance	02:00	\$30.49	00:00	0	\$60.98
DONALD BRUWER	General Maintenance	02:00	\$24.36	00:00	0	\$48.72
JOSEPH J MUCARIA	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
Total Labor						\$211.50

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU443	PICK UP 2012 FORD F-250 YW (25 / 025)	\$79.00	02:00	\$158.00
TD693	TRUCK DUMP 2010 FORD F-350 YW (T-255) - Power Wagons	\$105.00	02:00	\$210.00
TD714	TRUCK DUMP 2012 INTER 7300 YW (T-251)- 6 Wheeler	\$131.00	02:00	\$262.00
Total Equipment				\$630.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

Grand Total \$1591.50

Description of Work:

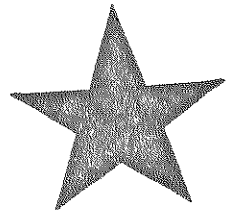
CLEAN UP 8 ISLAND STREET PV

Signature:

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Oct 19, 2017



WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated March 29, 2018, have advised that in connection with certain litigation, the services of Intercounty Judicial Services, LLC, 85 Willis Avenue, Suite F, Mineola, New York were necessary in order to serve pleadings upon a defendant; and

WHEREAS, in accordance with the Procurement Policy, the Office of the Town Attorney consulted with the Office of the Comptroller, which concluded, by memorandum dated March 26, 2018, that in view of the specific nature of the professional services rendered by Intercounty Judicial Services, LLC and the cost for same, the Procurement Policy has been satisfied; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by the aforementioned memorandum, request and recommend that the Town Board authorize payment to Intercounty Judicial Services, LLC, in an amount not to exceed \$103.40, to satisfy all outstanding invoices for process service,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the Comptroller is hereby authorized and directed to make payment to Intercounty Judicial Services, LLC, 85 Willis Avenue, Suite F, Mineola, New York, in an amount not to exceed \$103.40, 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
[Signature]

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Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : March 29, 2018

SUBJECT: Payment for Process Server
Intercounty Judicial Services, LLC

This Office required the services of Intercounty Judicial Services, LLC, 85 Willis Avenue, Suite F, Mineola, New York in order to serve copies of a pleading on a defendant in a civil action. The cost incurred in connection with such process service was \$103.40.

In accordance with Procurement Policy Guideline 6, this Office consulted with the Office of the Comptroller, which concluded that the Procurement Policy has been satisfied in view of the specific nature of the professional services rendered and the cost for same.

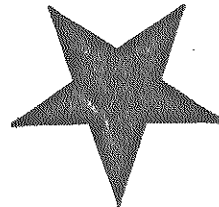
It is the request and recommendation of this office that the Comptroller be authorized to pay Intercounty Judicial Services the amount of \$103.40, with funds to be drawn from Account No. OTA A 1420 44110 000 0000. If this recommendation is approved, a Resolution is attached for Town Board action.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment
File: 2015-5203
cc: Town Attorney (w7/copies)



WHEREAS, Linda Tuminello, Deputy Village Clerk, Incorporated Village of Massapequa Park, New York 11762, by letter dated February 9, 2018, has requested the use of one (1) roll-off container for the Village of Massapequa Park's Earth Day event, nunc pro tunc, from Friday, April 20, 2018 through Monday, April 23, 2018; and

WHEREAS, Richard W. Lenz, Commissioner, Department of Public Works/Highway, by memorandum dated April 2, 2018, has advised that the equipment as hereinabove set forth will not be required for use by the Town at that time, and that the Public Works/Highway Department has no objection to providing the Incorporated Village of Massapequa Park a roll-off container, without charge, as the Earth Day event is not a profit-making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works/Highway, is hereby authorized to provide one (1) roll-off container to the Incorporated Village of Massapequa Park, from Friday, April 20, 2018 through Monday, April 23, 2018, nunc pro tunc, without charge, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Public Works/Highway;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforesaid activity; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, with a commercial liability amount of \$1,000,000 per occurrence and a \$3,000,000 general aggregate per year, and naming the Town as an additional insured, in connection with the aforesaid activity.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 2, 2018

TO: Memorandum Docket

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

SUBJECT: Request: ONE ROLL OFF CONTAINER
Incorporated Village of Massapequa Park
151 Front Street, Massapequa Park, New York 11762

Attached please find a copy of a letter received in this office from Linda Tuminello, Deputy Village Clerk, requesting one roll off container for their Annual Earth Day Celebration. The container will be placed on Front Street and Lake Shore Drive (next to Brady Park) on Friday, April 20, 2018 and will be collected on Monday, April 23, 2018.

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

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

Attached please find their certificate of insurance, Hold Harmless Agreement and endorsement for the use of Town of Oyster Bay equipment by the Incorporated Village of Massapequa Park from Friday, April 20, 2018 through Monday, April 23, 2018.



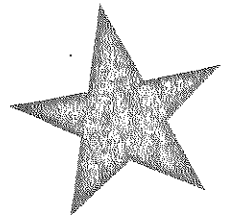
RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL:jb

Attachments

cc: Joseph Nocella, Town Attorney (7 copies)

Steven C. Ballas, Comptroller





Incorporated Village

of Massapequa Park

VILLAGE HALL, 151 FRONT STREET, MASSAPEQUA PARK, NEW YORK 11762-2794

WEBSITE: www.masspk.com

MAYOR

JEFFREY P. PRAVATO

DEPUTY MAYOR

TERESA SPINOSA

TRUSTEES

RICHARD BEGANDY

DANIEL PEARL

TINA SCHIAFFINO

CLERK/ADMINISTRATOR

PEGGY CALTABIANO

TREASURER

CHRISTOPHER R. BRIGGS

VILLAGE ATTORNEY

KEVIN M. WALSH

SUPT. OF PUBLIC WORKS

ROBERT MACRI

February 9, 2018

Mr. William Fox
Division Head, Division of Sanitation
Town of Oyster Bay DPW
150 Miller Place
Syosset, NY 11791

Dear Bill:

Enclosed are the corrected Certificates of Liability and Additional Insured Endorsements for the Town of Oyster Bay Roll Off Containers which will be used for our 2018 Village Events as follows:

1. Earth Day – deliver on Friday, April 20th – pick up Monday, April 23rd
2. Breakfast in the Park – deliver on Friday, June 22nd – pick up on Monday, June 25th
3. Fireworks – deliver Monday, July 2nd – pick up Friday, July 6th
4. Village Street Fair – deliver on Friday, August 3rd – pick up Monday, August 6th

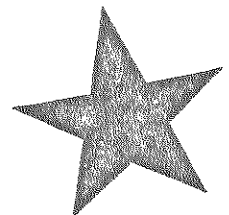
If you require any additional information, please let me know.

Very truly yours,

Linda Tuminello
Deputy Village Clerk

Enclosures

cc: Eileen Walsh, TOB



(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: Inc. Village of Massapequa Park

Billing Address: Village Hall 151 Front St.
Massapequa Park, NY 11762

Phone Number (Days): 516/798-0244

Number of Containers Requested: 1

Address Where Container(s) Would Be Placed: FRONT STREET E LAKESHORE DRIVE
END OF BLOCK NEXT TO BRADY PARK

Dates Container(s) Needed: From FRIDAY, 4/20/18 To MONDAY, 4/23/18

Describe The Event For Which Container(s) Is/Are Requested: EARTH DAY

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

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

Signature: [Signature] Date: 1/18/2018

Title: Deputy Village Clerk

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: UF \$ 250 Charge Applies: YES [initials] NO ✓

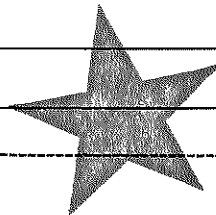
To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____



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

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

This Agreement is made this 18th day of JANUARY 2018, by Village of Massapequa Park (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as: 2000 1st Ave

for the event described as EARTH DAY
The property/equipment is needed from FRIDAY, 4/20/19 to MONDAY, 4/23/18
The event for which the property and/or equipment is requested () is (X) is not a profit making event.

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

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

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

Name of Organization

INC. VILLAGE OF MASSAQUON PARK

Address of Organization

151 FRONT STREET

MASSACHUSETTS PAIR 104 11762

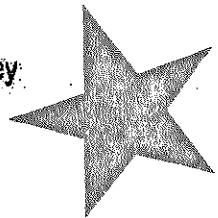
By: [Signature]
Authorized Representative

Title: VILLAGE ADMINISTRATOR

Telephone Number: 516/798-0244

Reviewed By
Office of Town Attorney:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUEMATION 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: SALSMO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791	CONTACT NAME: Nicole Morton PHONE: (516) 364-4044 FAX: (516) 364-5902 E-MAIL ADDRESS: INSURERS AFFORDING COVERAGE: INSURER A: The Phoenix Insurance Company 25623 INSURER B: The Travelers Indemnity Company 25658 INSURER C: Merchants Mutual Insurance INSURER D: PERMA (Public Employers Risk) 12250 INSURER E: INSURER F:
INSURED: Inc. Village of Massapequa Park 151 Front Street Massapequa Park NY 11762	

COVERAGES		CERTIFICATE NUMBER: 17-16 Liability		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSTR. TYPE	TYPE OF INSURANCE	INSURER USED (W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	ELP 9186012	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ES occupancy) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPLY AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ELP 45749177	6/1/2017	6/1/2018	COVERED SINGLE LIMIT (ES accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIME <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS UAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		COP 6000820	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROVISIONS/FARTHER/EXECUTIVE OFFICER/EMERGENCY EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WCP 000003-22	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder is included as Additional Insured for general liability, as respects Village use of (1) Town Roll Off Container for Earth Day. Dates of Usage: April 20, 2018 to April 22, 2018. Additional Insured Endorsement attached.						

CERTIFICATE HOLDER	CANCELLATION
Town of Oyster Bay 54 Audrey Ave. Oyster Bay, NY 11771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Nicole Morton/JFC

ACORD 25 (2014/01)
INS225 (2014/01)

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Reviewed By
Office of Town Attorney


POLICY NUMBER: ZLP-91M80712-17-PB

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 03/12/18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

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

SCHEDULE

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

Town of Oyster Bay, Additional Insured

54 Audrey Ave, Oyster Bay, NY 11771

As respects the use of the Town's rolloff containers for Earth Day

Dates of Usage: April 20, 2018 - April 23, 2018

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

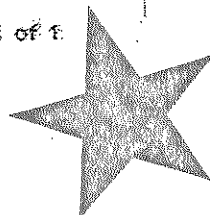
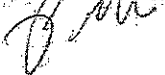
- A. in the performance of your ongoing operations; or
- B. in connection with your premises owned by or rented to you.

CG D4 11 04 08

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Page 1 of 1

Reviewed By
Office of Town Attorney





One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

INSURING COMPANY: THE PHOENIX INSURANCE COMPANY

NAMED INSURED: VILLAGE OF MASSAPEQUA PARK, A

POLICY NUMBER: ZLP-91M89712-17-PB

POLICY EFFECTIVE DATE: 06/01/17

POLICY EXPIRATION DATE: 06/01/18

ISSUE DATE: 03/12/18

PREMIUM: \$0.00

Effective from 04/20/18 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

CG D4 11 - ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION is added per attached.

NAME AND ADDRESS OF AGENT OR BROKER Countersigned by

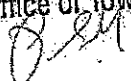
SALERNO BROKERAGE CORP
117 OAK DR
SYOSSET NY 11791-A625

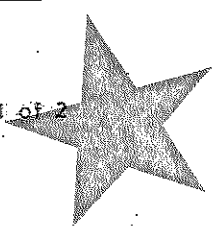

Authorized Representative

DATE: 3/15/18

Office: RICHMOND

Reviewed By
Office of Town Attorney





within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

J. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

K. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is

committed, after the equipment lease expires.

L. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or is "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

M. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

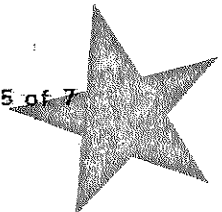
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II - Who Is An Insured.

N. GOOD SAMARITAN SERVICES COVERAGE - AMENDMENT OF OCCURRENCE DEFINITION AND EACH OCCURRENCE LIMIT

- 1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

Reviewed By
Office of Town Attorney

[Signature]



WHEREAS, Robert R. Barrett, President, The Chamber of Commerce of the Massapequas, Inc. ("the Chamber"), 674 Broadway, Massapequa, New York 11758-2372, by letter dated February 1, 2018, has requested the closure and utilization of Broadway in Massapequa between Clark Avenue, Veterans Boulevard and Sunrise Highway (under the train trestle), and the closure of Lot M-6 in Massapequa, from 6:00 a.m. to 8 p.m on Sunday, June 3, 2018, with a rain date of June 10, 2018, for the annual Community Street Festival; and

WHEREAS, the Chamber has also requested the use of eighty-five (85) recycling pails, sixty (60) complete barricades, one (1) street sweeper, and the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public, Chapter 82-3, of the Code of the Town of Oyster Bay, for its annual Community Street Festival; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Highways, by memorandum dated March 26, 2018, informed the Board that he has no objection to the aforesaid road and parking lot closures on June 3, 2018, or on the rain date of June 10, 2018, and that the Department of Highways can readily supply the requested eighty-five (85) recycling pails, sixty (60) complete barricades and one (1) street sweeper; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby approved, and the Department of Highways is hereby authorized to close Broadway in Massapequa between Clark Avenue, Veterans Boulevard and Sunrise Highway (under the train trestle), and Lot M-6 in Massapequa, from 6:00 a.m. to 8 p.m on Sunday, June 3, 2018, or on the rain date of June 10, 2018, for the Chamber of Commerce of the Massapequas' Community Street Festival; and it is further

RESOLVED, That the Department of Highways is authorized and directed to provide the Chamber with the requested eighty-five (85) recycling pails, sixty (60) complete barricades and one (1) street sweeper; and it is further

RESOLVED, that the requirements of Code of the Town of Oyster Bay, Chapter 82-3, "Alcoholic Beverages Prohibitions" are waived for the duration of the Chamber's Community Street Festival; and it is further

RESOLVED that the foregoing is subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly designated representative; and

Reviewed By
Office of Town Attorney

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in conduct of the aforesaid activity; and

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Parks
Public Works

18

262

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 26, 2018

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: THE CHAMBER OF COMMERCE OF THE MASSAPEQUAS, INC.
ANNUAL COMMUNITY STREET FESTIVAL
TO BE HELD JUNE 3, 2018 (RAIN DATE: JUNE 10, 2018)

Enclosed please find letter from Robert R. Barrett, President, requesting our assistance on behalf of the Chamber of Commerce of the Massapequas, Inc. in conducting their Annual Community Street Festival on Sunday, June 3, 2018 with a rain date of June 10, 2018.

The Highway Department has no objection to the Chamber of Commerce of the Massapequas, Inc. conducting their Annual Community Street Festival being held on Broadway between Clark Avenue, Veterans Boulevard, and Sunrise Highway (under the train trestle) and in Lot M6 in Massapequa.

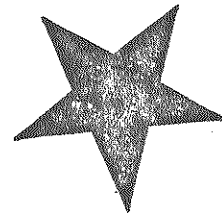
For this event the Highway Department can readily supply sixty (60) complete barricades and eighty-five (85) yellow recycling pails and (1) street sweeper as requested.

The Parks Department will be providing various equipment for the event as well.

The organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay) on Sunday, June 3, 2018 and also on the rain date of Sunday, June 10, 2018.

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


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



JPB/taw

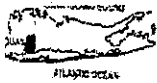
c: Town Attorney (7) copies
Doug Robalino, General Foreman
Steve Kelly, Sign Bureau

Parks Department
Public Safety Dept.
Richard Lenz, Commissioner of DPW

The Chamber of Commerce of the Massapequas, Inc.

14 Broadway, Massapequa, NY 11758-2372 . (516) 541-1443 . Fax: (516) 541-8625

www.MassapequaChamber.org . e-mail: masscoc@aol.com & on Facebook



Officers 2017-2018

President
Robert R. Barrett *
Realty

1st Vice President
Marie Bogenschutz
Comm Counsel Ctr

2nd Vice President
Georgios Nikolopoulos
Bank

3rd Vice President
Marzia Falacara
Stores Bank

Assurer
Christian Florio
rio CPA & Co., PC

Recording Secretary
Ren Gawrych
y Kay Representative

General Counsel
Law Office of
Dr. M. Hawthorne

Board of Directors

Ellis Doria *
on-Ind. Sales Rep

John Hepworth
in Joy Photography

Paul Leff
Firm of Richard A. Leff

John M. Martin *
an M. Martin, CPA, PC

Patricia Orzano *
leven Store, E. Mass

Salvatore Polito
Realty Gateway

Edward Ritzer
uth Bay's Neighbor

Scarisbrick
Scar Inc.

Ry Slavin *
ssMutual

Anthony C. Ventiera *
y V. Productions

Bert Zabbia
State/Zabbia Agency

February 1, 2018

Mr. John Bishop, Deputy Commissioner of Highway Department
150 Miller Place
Syosset, NY 11791

Dear Deputy Commissioner Bishop,

On behalf of the Massapequa Chamber of Commerce, we are respectfully requesting your assistance in obtaining the following town equipment and street closures for our annual Community Street Festival. We ask that you please provide the following:

Sunday, June 3, 2018 from 11:00 AM – 6:30 PM
Broadway in Massapequa from Veterans Blvd. to Clark Ave.
(Rain date: Sunday, June 10, 2018)

Closures:

- Please close lower Broadway in Massapequa between Veterans Blvd. and Clark Ave. beginning at 6:00 AM.
- Please close all sidewalks on the east and west sides of Broadway up to Ohio Ave. beginning at 6:00 AM.
- Please close Parking Lot M6 beginning at 6:00 AM.

Town Equipment (Highway Department Requests):

- 85 Recyclable Pails
- 60 Barricades

Town Personnel:

- We request the presence of a Street Sweeper to assist with clean-up.

Banner Permission:

- Please allow the display of 1 promotional banner across Broadway in Massapequa.

Waivers:

- Please waive the Open Container Law (for both the anticipated date and the rain date as well.)

Additional Equipment Requests (Other Departments):

- 2 Large Showmobiles with PA System / 175 Chairs / 20 Picnic Tables (*Application with insurance submitted to Parks Dept.*)
- 1 Roll-Off Container (*Application with insurance submitted to Sanitation Dept.*)
- 8 Hand-Held Radios (*Request with insurance submitted to Public Safety Dept.*)

If you have any questions, please feel free to contact our Event Chairman Tony Ventiera at (516) 851 – 8531. We thank you very much for your cooperation.

Sincerely yours,

Robert R. Barrett
Robert R. Barrett, President

Honorary Members

Joseph Saladino
Supervisor, T.O.B.

Lucille Iconis
Superintendent of Schools
Massapequa

Dr. Edward Salina
Superintendent of Schools
Plainedge

Onofrio "Pete" Gisonda *
Past Executive Director

Chaplain
Fr Anthony Heinlein

Office Staff

Shelley Mordowitz
Office Manager



* Past President



CERTIFICATE OF LIABILITY INSURANCE

DATE: 02/08/18

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

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

HUBBINETTE-COWELL ASSOC INC
1003 Park Blvd, #3
Massapequa Park, NY 11762-2777

CONTACT
PHONE (516)795-1330
FAX (516)795-5101
E-MAIL info@hubbinette-cowell.com

INSURER A **SENTINEL INSURANCE CO. LTD** 15580

INSURER B
INSURER C
INSURER D
INSURER E
INSURER F

**CHAMBER OF COMMERCE
OF THE MASSAPEQUAS**
674 BROADWAY
MASSAPEQUA, NY 11758-2372

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.

LINE	TYPE OF INSURANCE	INSURER	POLICY NUMBER	START DATE	END DATE	LIMITS
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLIMATE-RELATED</div><div><input checked="" type="checkbox"/> OCCUP</div></div> <div>CERT. AGGREGATE LIMIT APPLIES FOR <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JCT. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER</div>	Y	12SBAUL1281	11/04/17	11/04/18	<div><div>ACCIDENT</div><div>1,000,000</div></div> <div><div>DAMAGE TO REALTY</div><div>1,000,000</div></div> <div><div>PREMIER (EL. EXEMPTED)</div><div>10,000</div></div> <div><div>PROD. EXP. PAY. (EL. EXEMPTED)</div><div>1,000,000</div></div> <div><div>PERSONAL & ADV. INJURY</div><div>2,000,000</div></div> <div><div>GENERAL AGGREGATE</div><div>2,000,000</div></div> <div><div>PRODUCTS - CONSUM. AGR.</div><div>2,000,000</div></div> <div><div>COMPLETED SPOKE LIMIT (EL. EXEMPTED)</div><div>1</div></div> <div><div>SOBLY INJURY (EL. EXEMPTED)</div><div>1</div></div> <div><div>SOBLY INJURY (EL. EXEMPTED)</div><div>1</div></div> <div><div>PROPERTY DAMAGE (EL. EXEMPTED)</div><div>1</div></div> <div><div>BACK - OCCURRENCE</div><div>1</div></div> <div><div>AGGREGATE</div><div>1</div></div> <div><div>PER EXEMPTED</div><div>1</div></div> <div><div>EL. EXEMPTED</div><div>1</div></div> <div><div>EL. EXEMPTED - EL. EMPLOYEE</div><div>1</div></div> <div><div>EL. EXEMPTED - POLICY LIMIT</div><div>1</div></div>
	<div><div>UMBRELLA LIA</div><div>EXCESS LIA</div><div>DED. RETENTION</div></div> <div>A. DRIVING COMPENSATION AND EMPLOYER LIABILITY</div> <div>EL. EXEMPTED</div> <div>EL. EXEMPTED - EL. EMPLOYEE</div> <div>EL. EXEMPTED - POLICY LIMIT</div>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORDING TO THE ABOVE DESCRIBED POLICIES, ANY INFORMATION NOTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.)
PROOF OF INSURANCE FOR USE OF HIGHWAY TOWN EQUIPMENT (85 RECYCLABLE PAILS AND 60 BARRICADES) AS WELL AS (2) LARGE SHOWMOBILES; 175 CHAIRS; 20 PICNIC TABLES; 8 HAND-HELD RADIOS; 1 ROLL-OFF CONTAINER; THE WAIVER OF THE OPEN CONTAINER LAW; 1 STREET SWEEPER; AND PERMISSION TO DISPLAY 1 PROMOTIONAL BANNER. EVENT TO BE HELD ON JUNE 3, 2018 - RAIN DATE JUNE 10, 2018 LOCATED ON BROADWAY IN MASSAPEQUA BETWEEN VETERANS BLVD. AND CLARK AVENUE. THE TOWN OF OYSTER BAY IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #CG2026.

CERTIFICATE HOLDER TOWN OF OYSTER BAY 150 MILLER PLACE SYOSSET, NY 11791	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Reviewed By
Office of Town Attorney

The ACORD name and logo are registered marks of ACORD



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Oyster Bay 150 Miller Place Syosset, NY 11791

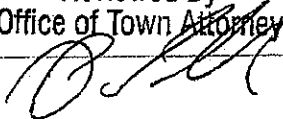
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

For use of highway town equipment (85 recyclable pails and 60 barricades) as well as (2) large showmobiles; 175 chairs; 20 picnic tables; 8 hand-held radios; 1 roll-off container; the waiver of the open container law; 1 street sweeper; and permission to display 1 promotional banner. Event to be held on June 3, 2018 - Rain Date June 10, 2018.

Reviewed By
Office of Town Attorney



Chamber of Commerce

Shawmobiles; 175 Chairs; 20 Picnic Tables; 8 Hand-Held Radios; 1 Street Sweeper; 1 Roll-Off Container; Waive Open Container Law; Permission to Display 1 Promotional Banner. Event will be held between Veterans Blvd. and Clark St. on Broadway in Massachusetts.

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

Name of Organization Chamber of Commerce
of the Massapeguas, Inc.

Address of Organization
674 Broadway
Massapequa, NY 11758

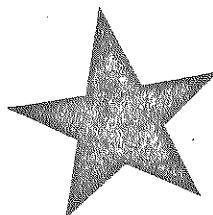
By: Robert R. Barrett
Authorized Representative

Robert R. Barrett,
Title: President

Telephone Number: (516) 541-1443

[illegible]

Reviewed By
Office of Town Attorney



DATE: 2/13/18
TO: HIGHWAY OPERATIONS
SUBJECT: Massapequa CC Annual Street Fair

PLEASE DELIVER TO:
Broadway in Massapequa
From Veterans Blvd to Clark Ave
Massapequa


CONTACT: Shelly Mordowitz
516-541-1443

DATE OF EVENT: 6/3/18
SNOW FENCE:
BARRICADES: 60
CONES:
SORT PAILS: 85
PORTABLE LIGHTS:
GENERATOR:
PACKER:
DELIVER ON: 6/1/18
PICKUP ON: 6/4/18

SWEEPING BEFORE AFFAIR IS NEEDED: XX
YES NO

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

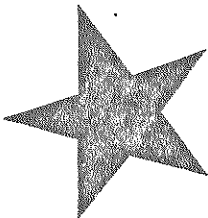
JPB/taw



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Jack Grandine, Area Foreman 007
Area Foreman, 019
Jeff VanNostrand
Public Safety Division

Rich Porcelli, DPW Admin
Peter Brown, General Foreman 003
Dan Kornfeld



WHEREAS, Ginny Salerno, Executive Director of Long Island 2 Day Walk To Fight Breast Cancer, Inc., P.O. Box 506, Nesconset, N.Y. 11767, by letter dated February 1, 2018, requested the use of fifty-five (55) complete barricades, free of charge, for the Hope Runs Here 5K Run/Walk to raise funds and awareness for breast cancer and all other cancers, to be held on August 18, 2018; and

WHEREAS, John P. Bishop, Acting Deputy Commissioner of the Highway Department, by memorandum dated March 26, 2018, has advised that he has no objection to supplying fifty-five (55) complete barricades for the Hope Runs Here 5K Run/Walk, free of charge, to be delivered on August 17, 2018 to Westfield Sunrise Mall, Massapequa, New York, and picked up on August 20, 2018, for the August 18, 2018 event; and

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

NOW, THEREFORE, BE IT RESOLVED, That the as hereinabove set forth requests are hereby accepted and approved, and the Highway Department is hereby authorized to provide fifty-five (55) complete barricades, for the Hope Runs Here 5K Run/Walk to be delivered on August 17, 2018 to Westfield Sunrise Mall, Massapequa, New York and picked up on August 20, 2018, for the August 18, 2018 event, subject to the following conditions:

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway
Parks
Public Safety

Reviewed By
Office of Town Attorney
Elizabeth A. Jaughan

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 26, 2018

TO: MEMORANDUM DOCKET

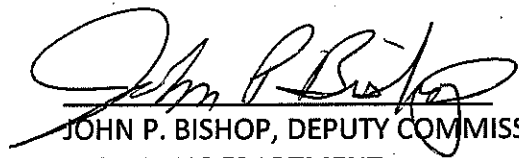
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENTSUBJECT: LI 2DAY HOPE RUNS HERE 5K RUN/WALK TO FIGHT BREAST CANCER

Enclosed please find the copy of the letter from Ginny Salerno, Executive Director, requesting our assistance on behalf of the LI 2Day Hope Runs Here 5K Run/Walk to fight breast cancer on Saturday, August 18, 2018.

The Highway Department can readily supply the Fifty-five (55) complete barricades for this event.

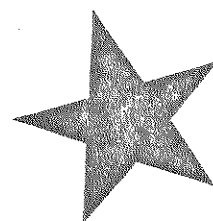
The equipment will be dropped off at Westfield Sunrise Mall in Massapequa.

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


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/taw

C: Town Attorney (7) copies
Richard Lenz, P.E., Commissioner DPW
Doug Robalino, General Foreman
Peter Brown, Foreman
Parks Department
Public Safety Division





Board of Directors

Ginny Salerno

Founder & Executive Director

Michael Salerno

President

Stephanie Sclara

Vice President

Mike Polansky

Secretary & General Counsel

Noreen M. Wohlgenuth

Treasurer

Directors

Lisa Antonelli-Kurl

Bonnie Drouin

Karen Kutilek

Gail Mancuso

Jeffrey Picarello

Pam Stockley

Administration

Keely Harris

MaryAnne McCarrick

Darlene Olszewski

Susan Shulman

Advisory Board

Nancy Buzzetta

VP, Competition Automotive Group

Jane Donaghy

Branch Manager

Blackman Plumbing Supply Co., Inc.

James Gallagher

VP - Suffolk Fed. Credit Union

Andrew Levine

Raphaelson & Levine Law Firm

Steve Matonti

Official LI2DAY Emcee

Kristle Moore

LI2DAY PR & Marketing Director

Dave Preisler

Owner/Manager

Carrabba's Italian Grill Smithtown

February 1, 2018

John Bishop, Deputy Commissioner
Town of Oyster Bay

Dear Commissioner Bishop,

We are staging an event in the Town of Oyster Bay on Saturday, August 18, 2018, Hope Runs Here 5K and along with our permit we request the use of Town barricades for the route.

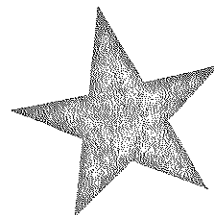
The event is a 5k run/walk to raise funds and awareness for breast cancer and all other cancers. The start and finish of the race is at the Westfield Sunrise Mall by Sears. The race starts at 8:30am and everyone is usually off all the roads by 9:45am.

The use of barricades to close off the route to traffic makes the run/walk a much safer event.

I have included a route map and a list of where barricades are needed and have been placed in the past.

Thank you for your support of the Hope Runs Here 5K.

Sincerely,
Ginny Salerno



LI2DAY WALK

P.O. Box 506, Nesconset, New York 11767 (631) 863-2DAY

What's Raised Here Stays Here

www.li2daywalk.org

CERTIFICATE OF INSURANCE

PRINT DATE: 1/30/2018

CERTIFICATE NUMBER: 20180130580344

AGENCY:

Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

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

NAMED INSURED:

USA Track & Field, Inc. Long Island 2 Day Walk to Fight Breast Cancer
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

Hope Runs Here 5 K Run Walk To Fight Breast Cancer (8/18/2018 - 8/19/2018)

POLICY/COVERAGE INFORMATION:

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

INS TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A GENERAL LIABILITY				
<input checked="" type="checkbox"/> Occurrence	PHPK1721333	11/1/2017 12:01 AM	11/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
				DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
				MEDICAL EXPENSE (Any one person) EXCLUDED
				PERSONAL & ADV INJURY \$1,000,000
				PRODUCTS-COMP/OP AGG \$3,000,000
B UMBRELLA/EXCESS LIABILITY				
<input checked="" type="checkbox"/> Occurrence	PHUB602873	11/1/2017 12:01 AM	11/1/2018 12:01 AM	EACH OCCURRENCE \$10,000,000
				AGGREGATE (Applies Per Event) \$10,000,000

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

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

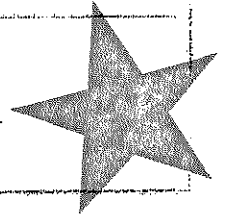
Town of Oyster Bay
54 Audrey Avenue
Town Clerk Office
Oyster Bay NY 11771

NOTICE OF 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:

[Signature]



Reviewed By
Office of Town Attorney

[Signature]

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

TOWN OF OYSTER BAY

Where required by written contract executed by the named insured prior to an occurrence resulting in a loss or claim.

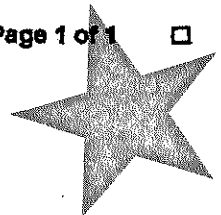
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Reviewed By
Office of Town Attorney

[Signature]



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

This Agreement is made this 1 day of February 2018, by LI2Day (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Barricades for the route of the 5K run on August 18, 2018

For the event described as Hope Runs Here 5K Run/Walk
The property/equipment is need from 8/18/2018 to 8/18/2018
The event for which the property and/or equipment is requested (☒) is a not a profit making event.

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

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

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

Name of Organization:

Long Island 2 Day Walk To Fight Breast Cancer, Inc.

Address of Organization:

20 Toni Ct

Center Moriches, NY 11934

By: Virginia Salerno

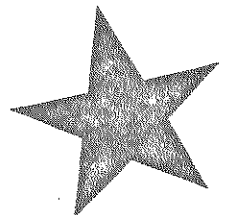
Authorized Representative

Reviewed By
Office of Town Attorney



Title: Executive Director

Telephone Number: 516-639-2804



DATE: 2/5/18
TO: HIGHWAY OPERATIONS
SUBJECT: LI2DAY Hope Runs Here 5K

PLEASE DELIVER TO:	DATE OF EVENT:	8/18/18
Westfield Sunrise Mall	SNOW FENCE:	
S/S of Mall North Entrance	BARRICADES:	55
CONTACT: Ginny Salerno	SORT PAILS:	
631-724-7047	PORTABLE LIGHTS:	
	GENERATOR:	
	PACKER:	

DELIVER ON:	8/18/17
PICKUP ON:	8/21/17

SWEEPING BEFORE AFFAIR IS NEEDED:	XX
	YES NO

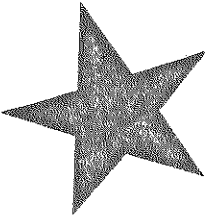
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/taw


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Jack Grandine, Regional Foreman 007
Don Chandler, Area Foreman 022
Jeff VanNostrand
Public Safety Division

Peter Brown, Foreman 003
Dan Kornfeld



WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated March 27, 2018, has advised that member contributions fund the Inter-municipal Hempstead Harbor Protection Committee (HHPC) of which the Town is an active member, and has requested that the Office of the Comptroller be directed to pay the Town's dues for the year 2018, in the amount of \$10,900.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Office of the Comptroller is directed to make payment to the Incorporated Village of Sea Cliff/HHPC for the Town's membership dues in the aforementioned Committee, for the calendar year 2018, in the amount of \$10,900.00, 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. DER A 8090 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
Inter-Departmental Memo

March 27, 2018

TO : Memorandum Docket

FROM : Neil O. Bergin, Commissioner
Department of Environmental Resources

SUBJECT : Inter-Municipal Agreement - Hempstead Harbor Protection Committee:
Membership Dues

Member contributions fund the inter-municipal agreement that governs the Hempstead Harbor Protection Committee (HHPC) of which the Town of Oyster Bay is an active member. Under the terms of the Inter-municipal agreement and as per the attached invoice, the Town's annual contribution for the year 2018 membership dues are in the amount of \$10,900.00. Funds for the Town's annual contribution are available in Account No. DER A 8090 44900 000 0000.

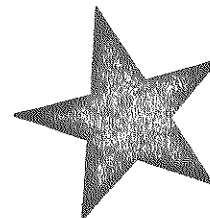
In accordance with the terms of the inter-municipal agreement, these funds are necessary for the committee to meet its local match on state federal and foundation grants; to oversee implementation of the *Water Quality Improvement Plan* and *Harbor Management Plan* (which all municipalities adopted); to assist municipal members with the EP, Phase II Stormwater regulations; and to cover administrative expenses not covered by grants.

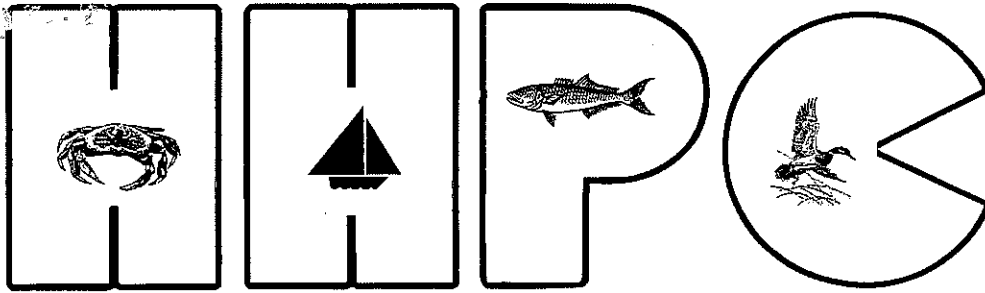
Therefore, the Department of Environmental Resources respectfully requests approval from the Town Board to authorize payment and to authorize the Comptroller to make payment with funds for said contribution to be drawn from Account No. DER A 8090 44900 000 0000.



NEIL O. BERGIN, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

NOB:MW
DER File No.: E-500 – G-500
Town Attorney (with 7 copies)
Steven C. Ballas, Comptroller





Hempstead Harbor Protection Committee

www.HempsteadHarbor.org

An Inter-municipal Watershed Protection Committee of the County of Nassau, the Towns of North Hempstead and Oyster Bay, the City of Glen Cove, and the Villages of Sea Cliff, Roslyn Harbor, Roslyn, Flower Hill and Sands Point

"Alone we can do so little; together we can do so much." - Helen Keller

March 15, 2018

Commissioner Neil O. Bergin
Town of Oyster Bay
Department of Environmental Resources
54 Audrey Avenue
Oyster Bay, New York 11771

RE: Year 2018 Committee Program Support

Dear Commissioner Bergin:

In accordance with the procedures outlined in the Hempstead Harbor Protection Committee Inter-Municipal Agreement, I have prepared and enclosed an invoice / claim form which covers your municipality's Year 2018 Committee Program Support contribution to the Hempstead Harbor Protection Committee.

Timely receipt of your annual dues is particularly important so that we can meet our financial obligations and continue our efforts on behalf of our member municipalities. Thank you as always for your continued support. As in the past, we are prepared if necessary, to await the start of your fiscal year for the payment of this invoice.

If you should have any questions, please feel free to contact me at 677-5921.

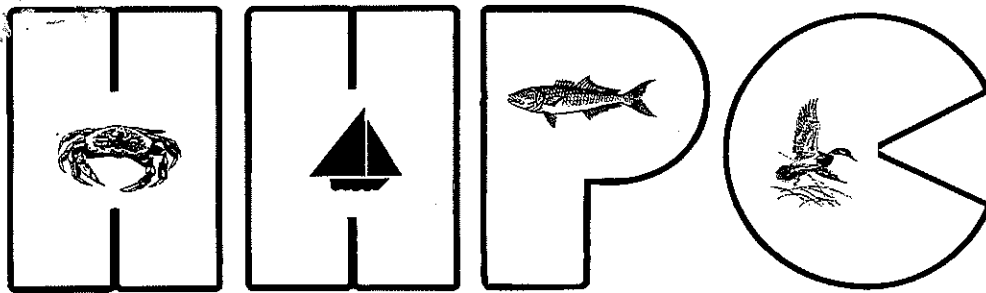
Sincerely,

Eric Swenson
Executive Director

Copy to: *Tom Powell, Chair*
Maryann Webb, HHPC Representative

Our efforts would not be possible without the assistance of the NYS Dept. of State, the NYS Dept. of Environmental Conservation, the United Civic Council of Glen Head and Glenwood Landing, NY Sea Grant, the Coalition to Save Hempstead Harbor and the Glenwood / Glen Head Civic Association

29 Spring Street, Oyster Bay, NY 11771 Phone: (516) 677-5921 Fax: (516) 677-5730
e-mail: HempsteadHarbor@gmail.com



**Hempstead
Harbor
Protection
Committee**
www.HempsteadHarbor.org

An Inter-municipal Watershed Protection Committee of the County of Nassau, the Towns of North Hempstead and Oyster Bay, the City of Glen Cove, and the Villages of Sea Cliff, Roslyn Harbor, Roslyn, Flower Hill and Sands Point

"Alone we can do so little; together we can do so much." - Helen Keller

Invoice

Date: March 15, 2018
To: Town of Oyster Bay
Project: Year 2018 Committee Program Support
Amount Due: \$10,900.00

Checks should be made out to: Village of Sea Cliff / HHPC

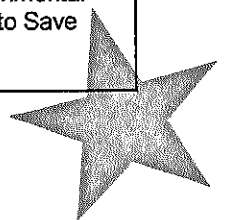
Payment should be sent to: Village of Sea Cliff
Village Hall
P.O. Box 340
Sea Cliff, NY 11579

Attention: Marianne Lennon, Treasurer

Questions: Call Eric Swenson at (516) 677-5921

Our efforts would not be possible without the assistance of the NYS Dept. of State, the NYS Dept. of Environmental Conservation, the United Civic Council of Glen Head and Glenwood Landing, NY Sea Grant, the Coalition to Save Hempstead Harbor and the Glenwood / Glen Head Civic Association

29 Spring Street, Oyster Bay, NY 11771 Phone: (516) 677-5921 Fax: (516) 677-730
e-mail: HempsteadHarbor@gmail.com



7MS
Reviewed By
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated April 5, 2018, requested Town Board approval to employ the services of the judge identified below for the "Suburban Art League Annual Open Show", for the date, location and fee below noted:

Professor Neill Slaughter
21 Osborne Avenue
Southampton, NY 11968
"Suburban Art League Annual Open Show" for the Town of Oyster Bay Awards
Syosset-Woodbury Community Center
Friday, June 15, 2018, from 7:00 p.m. to 9:00 p.m.
Fee: \$125.00

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the request hereinabove set forth for the "Suburban Art League Annual Open Show" judge, the location and fee as above noted; 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. CYS A7020 47660 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

April 5, 2018

TO: Memorandum Docket

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

SUBJECT: Adjudicate "Suburban Art League Annual Open Show"

The Department of Community and Youth Services respectfully requests Town Board authorization to employ the services of the judge identified below to adjudicate for the "Suburban Art League Annual Open Show" for the Town of Oyster Bay Awards.

Professor Neill Slaughter
21 Osborne Ave.
Southampton, NY 11968
(631) 287-7889

The exhibit will be held from Friday, June 15, 2018 through Saturday, June 23, 2018 at the Syosset-Woodbury Community Center. The Judging will take place on Friday, June 15, 2018 from 7:00-9:00 PM. The fee for Professor Slaughter is \$125.00 and funds are available in Account CYS A 7020 47660 000 0000, Special Events. In accordance with Guideline 5, Section b. of the Town Procurement Policy, this fee for adjudication is exempt from solicitation, written proposal or quotation requirements of the policy.

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


Maureen A. Fitzgerald
Commissioner



MAF:sab
Attachment
cc: Town Attorney (+7 copies)

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 Neill Slaughter, 21 Osborne Avenue, Southampton, New York 11968 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Service: Adjudicate the Suburban Art League Annual Open Show

Date: June 15, 2018

Time: 7:00 p.m. – 9:00 p.m.

Location: Syosset-Woodbury Community Center

Amount: \$125.00

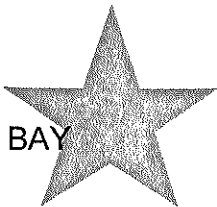
In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of One hundred twenty five dollars only. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services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

NEILL SLAUGHTER

_____→
CONTRACTOR

_____→ DATE: _____, 2018

TOWN OF OYSTER BAY



COMMISSIONER

DATE: _____, 2018

Meeting of April 24, 2018

Resolution No.266-2018

WHEREAS, Resolution No. 104-2018, adopted on February 27, 2018, authorized a refund in the amount of \$190.00 to Mr. Patrick Carley for his 2017 Tappen Marina slip deposit fee; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 4, 2018, requested that the Town Board amend Resolution No. 104-2018, to authorize the Department of Parks to refund the \$1,560.00 amount paid by Mr. Carley for his boat slip, and apply his \$200.00 deposit to the 2018 season, for a total refund of \$1,360.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted and approved, and Resolution No. 104-2018 is hereby amended to authorize a refund of \$1,360.00 to Mr. Patrick Carley.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

1

266

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: April 4, 2018

SUBJECT: Resident Refund – Amendment to Resolution 104-2018


The Department of Parks has received correspondence from Patrick Carley requesting a refund. Mr. Carley was granted a refund in Resolution #104-2018, however, the refund should have been for the full 2017 Tappen Marina slip fee less his \$200.00 deposit. The Parks Department hereby requests the Town Board amend Resolution #104-2018 to reflect these changes.

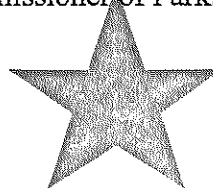
Please see attachments for all pertinent information regarding this refund request.

Patrick Carley

Boat Slip #R15	\$1,560.00
Initial Deposit	-\$200.00
5% Administration Fee	-\$68.00 (Waived)
Total Refund	\$1,360.00

Kindly debit account PKS A-0001-02025-526-0000


Joseph G. Pinto
Commissioner of Parks



JGP:ggp

Attachments

CC: Office of the Town Attorney (original + 7 copies)

Town of Oyster Bay / Parks & Recreation

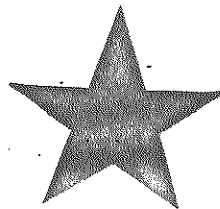
Due to mechanical failure on my boat, I was not able to put it in the water for the 2017 season. It has been at Quality Marine since early April and is still there now. I spoke to Chris at the Tappan Beach Marina and he advised me to write a letter stating that my boat was never kept at the Marina (slip R15 or R17) this year. I would like to request a refund for the 2017 season but would also like to keep my slip for the upcoming season. I'm hoping that you can use my \$200.00 deposit to secure my slip for 2018. Please feel free to contact me if you need any more information or for the outcome of this request. If needed, all receipts will be available upon request when the boat is finished being repaired.

Thanks and have a great day

Patrick Carley

[REDACTED]

3 Hoover Lane
Bethpage, NY
11714





Joseph G. Pinto

TOWN OF OYSTER BAY
Department of Parks

977 Hicksville Road
Massapequa, NY 11758
(516) 797-4111

PKS 171037

Joseph S. Saladino
Town Supervisor

SUMMER 2017 MARINA FINAL RECEIPT

Patrick J. Carley
3 Hoover Lane
Bethpage, NY 11714

Receipt #: **14553**

Slip No.: Tappen Beach **R15**

Vessel: _____

Birthdate: 11/6/1967 Payment Type: Personal Check

Reg. #: NY 9561 UM

Amount Received: \$1360.00 Check #: 554

LOA: 24'

Date: 3/27/2017 10:07:25 AM

Payment Received By: **GVALLI**

TERMS AND CONDITIONS

The season shall begin on Monday, Apr 10, 2017 and end on Sunday, Nov 12, 2017.

1. All boat and boating equipment docked, berthed, located or left at Town Facilities are left at the sole risk of the owner of said boats and equipment and permission to so dock, berth, locate or leave such property is conditioned upon the owner's acceptance of said risk. All boat and boat equipment owners are reminded to obtain adequate insurance before making use of Town facilities.
2. The licensee expressly assumes all risk of loss due to damages, theft, vandalism, or accident to his/her property while berthed in the marina and expressly releases the Town of Oyster Bay, its agents, officers, and employees from any and all claims whatsoever for loss, damage, fire, theft, or accident to his/her property.
3. The security that is provided at the marinas is for the protection of Town property. The Town does not assume responsibility for damage done to vessels docked at Town marinas.
4. Upon assignment of boat slip, which is for the exclusive use of the licensee, said boat slip SHALL NOT be transferable to another person or to another vessel.
5. Once a vessel is assigned a slip in a category, only that vessel may occupy said slip. The only change in slip assignment permitted will be those that involve slips in the applicant's authorized category size. The change in slip assignment will only be made through the Beach Division.
6. A tenant who wishes to place a different vessel in his/her assigned slip will be permitted to do so only under the following conditions:
 - a. The vessel's overall length must fall within the original category size (for example in the 26-31 foot category, the different vessel cannot be less than 26 feet or more than 31 feet in overall length).
 - b. The tenant has ownership of the new vessel and he/she remains the primary owner.
7. A tenant may not:
 - a. Own or be co-owner of more than one vessel which occupies a slip in either north shore marina.
 - b. Trade up or down in vessel size that takes him/her out of his/her category size
 - c. Transfer ownership to other persons (full or part) and maintain current slip space
8. All deadlines for receipt of various documents, required deposits, and final payment must be met. No extensions will be granted.
9. The boat slip licensee's are under the express stipulation that the licensee shall not sub-lease or assign such space to anyone, and slips shall at all times remain under the full control of the Town of Oyster Bay.
10. All requests for refunds must be made in writing and received at the Parks Department main office.
11. Any false statement contained on the marina application shall constitute grounds for revocation of the assigned slip.
12. Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of slip assigned.
13. No refunds of fees upon revocation of assigned slip.
14. Each licensee shall give the facility manager at least 48 hours notice of his/her occupancy of assigned slip and the licensee shall give notice to said manager by Sunday, Nov 5, 2017 as to the date of which licensee shall vacate assigned slip.
15. Any vessel remaining at a marina after Sunday, Nov 12, 2017, will be charged \$30 per day. Please note, regardless of what you may be told by facility employees, this fee cannot be waived. This does not apply to boat owners who have received winter storage assignments.
16. Lessees of boat slips, dinghy and sunfish/sailfish racks shall be issued one vehicle gate pass free of charge.
17. All rules and regulations governing the use of Town marinas shall be established by the Commissioner of Parks.

Present to Dockmaster Prior to Occupying Slip

DEPOSIT RECORD COP2/210

TOWN OF OYSTER BAY

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

DATE

3/29/17

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

LIST CHECKS SINGLY OR ATTACH LIST

DOLLARS

CENTS

CURRENCY

1500 00

COIN

CHECK ID

554

136000

PKS171037

1:5802010281

8:528202051

\$

296000

\$

296000

PLEASE ENTER TOTAL HERE

Checks and other items are received for deposit
subject to the provisions of the Uniform Commercial
Code or any applicable collection agreement.

CHASE

CHASE

CHASE

CHASE

SE

Tappen Summer

PKS171037

Deposit cash or checks at a
Chase Deposit-Friendly ATM.
An image of your check can
be printed on your receipt.

My Transaction Summary

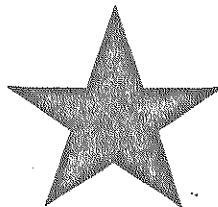
Transaction #182
Account Number Ending In: 0206
Checking Deposit \$2,860.00
Cash Amount \$1,500.00

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
03/29/2017 12:29

Business Date 03/29/2017
Session #77

Thank you - Maureen
Cashbox #09





Frank A. Nocerino

TOWN OF OYSTER BAY
Department of Parks

977 Hicksville Road
Massapequa, NY 11758
(516) 797-4111

Joseph S. Saladino
Town Supervisor

SUMMER 2017 MARINA DEPOSIT RECEIPT

Patrick J. Carley
3 Hoover Lane
Bethpage, NY 11714

Receipt #: **14264**

Slip No.: Tappen Beach **R15**

Vessel: _____

Reg. #: **NY 9561 UM**

LOA: **24'**

Date: **2/15/2017 10:57:39 AM**

Payment Received By: **KSKRYNECKI**

Birthdate: **11/6/1967** Payment Type: **Personal Check**
Amount Received: **\$200.00** Check #: **544**
Balance Due - With Electric: **\$1,540.00**
Balance Due - No Electric: **\$1,360.00**

TERMS AND CONDITIONS

The season shall begin on Monday, Apr 10, 2017 and end on Sunday, Nov 12, 2017.

1. All boat and boating equipment docked, berthed, located or left at Town Facilities are left at the sole risk of the owner of said boats and equipment and permission to so dock, berth, locate or leave such property is conditioned upon the owner's acceptance of said risk. All boat and boat equipment owners are reminded to obtain adequate insurance before making use of Town facilities.
2. The licensee expressly assumes all risk of loss due to damages, theft, vandalism, or accident to his/her property while berthed in the marina and expressly releases the Town of Oyster Bay, its agents, officers, and employees from any and all claims whatsoever for loss, damage, fire, theft, or accident to his/her property.
3. The security that is provided at the marinas is for the protection of Town property. The Town does not assume responsibility for damage done to vessels docked at Town marinas.
4. Upon assignment of boat slip, which is for the exclusive use of the licensee, said boat slip SHALL NOT be transferable to another person or to another vessel.
5. Once a vessel is assigned a slip in a category, only that vessel may occupy said slip. The only change in slip assignment permitted will be those that involve slips in the applicant's authorized category size. The change in slip assignment will only be made through the Beach Division.
6. A tenant who wishes to place a different vessel in his/her assigned slip will be permitted to do so only under the following conditions:
 - a. The vessel's overall length must fall within the original category size (for example in the 26-31 foot category, the different vessel cannot be less than 26 feet or more than 31 feet in overall length).
 - b. The tenant has ownership of the new vessel and he/she remains the primary owner.
7. A tenant may not:
 - a. Own or be co-owner of more than one vessel which occupies a slip in either north shore marina.
 - b. Trade up or down in vessel size that takes him/her out of his/her category size
 - c. Transfer ownership to other persons (full or part) and maintain current slip space
8. All deadlines for receipt of various documents, required deposits, and final payment must be met. No extensions will be granted.
9. The boat slip licensee's are under the express stipulation that the licensee shall not sub-lease or assign such space to anyone, and slips shall at all times remain under the full control of the Town of Oyster Bay.
10. All requests for refunds must be made in writing and received at the Parks Department main office.
11. Any false statement contained on the marina application shall constitute grounds for revocation of the assigned slip.
12. Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of slip assigned.
13. No refunds of fees upon revocation of assigned slip.
14. Each licensee shall give the facility manager at least 48 hours notice of his/her occupancy of assigned slip and the licensee shall give notice to facility employees, this fee cannot be waived. This does not apply to boat owners who have received winter storage assignments.
15. Any vessel remaining at a marina after Sunday, Nov 12, 2017, will be charged \$30 per day. Please note, regardless of what you may be told by Lessees of boat slips, dinghy and sunfish/sailfish racks shall be issued one vehicle gate pass free of charge.
16. All rules and regulations governing the use of Town marinas shall be established by the Commissioner of Parks.

Final Payment Must be Received by Friday, Mar 24, 2017

WHEREAS, pursuant to a Request for Proposals ("RFP") issued by the Department of Parks on February 22, 2018, one (1) proposal was received for the operation of a food and beverage concession service at the Harry Tappen Beach concession facility; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated April 3, 2018, has advised that following the deadline for the receipt of proposals, said proposal was reviewed in accordance with the Town's Procurement Policy; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated April 5, 2018, have advised that the efforts of the Department of Parks to obtain at least three (3) responses to the RFP complied with the Town's Procurement Policy; and

WHEREAS, Commissioner Pinto requested that the Town Board authorize the Town Attorney to enter into negotiations with Joseph DiGirolomo/Ciao Baby for the operation of a food and beverage concession service at the Harry Tappen Beach concession facility and that the Supervisor, or his designee, be authorized to execute the resulting agreement,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Attorney is authorized to enter into negotiations with Joseph DiGirolomo/Ciao Baby for the operation of a food and beverage concession service at the Harry Tappen Beach concession facility and that the Supervisor, or his designee, be authorized to execute the resulting agreement.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

7/18
Reviewed By
Office of Town Attorney
M. Rozea

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TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMORANDUM

April 3, 2018


TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Harry Tappen Beach Food and Beverage Concession

On February 22, 2018 the Department of Parks issued a Request for Proposals (RFP) to potentially interested food service companies for the purpose of procuring a concessionaire to operate the Food and Beverages Services Concession at Harry Tappen Beach for the season commencing on Memorial Day weekend and ending October 31, 2018.

In accordance with the Town's Procurement Policy, the RFP was distributed through direct solicitation to vendors and it was also published on the Town's website.

On March 26, 2018, a written proposal was received from one (1) respondent, a copy of which is attached. Following the expiration of the deadline for responses, said proposal was reviewed in accordance with the Procurement Policy including with Guideline 9. Because there was only one response, this Office sought an opinion from the Office of the Town Attorney as to this Department's compliance with the Procurement Policy. A copy of the memorandum received in response to that inquiry is attached.

Therefore, it is respectfully requested that the Town Board authorize the Town Attorney to enter into negotiations with Joseph DiGirolomo/Ciao Baby for the operation of the Tappen Beach Food Service Concession for the 2018 season and that the Supervisor, or his designee, be authorized to sign the resulting agreement.



Joseph G. Pinto
Commissioner of Parks

C: Town Attorney (+7 copies w/attachment)
Andrew Rothstein, Director of Operations

Town of Oyster Bay Inter-Departmental Memo

TO : Joseph G. Pinto, Commissioner
Department of Parks

ATTN : Andrew Rothstein, Director of Operations

FROM : Office of the Town Attorney

DATE : April 5, 2018

SUBJECT: Request for Opinion
Harry Tappen Beach and Marina Food and Beverage Concession RFP

The Office of the Town Attorney has received and reviewed an e-mail from Commissioner Pinto dated April 4, 2018 regarding the Parks Department's efforts to obtain proposals relative to the Request for Proposals ("RFP") that the Parks Department issued in respect of the food and beverage concession service at the Harry Tappen Beach and Marina. In particular, Commissioner Pinto noted that the Department's RFP was sent directly to twenty-two (22) firms that have previously expressed interest in Town concession facilities. Additionally, the RFP was published on the Town website. Notwithstanding the Department's efforts, one (1) response was received.

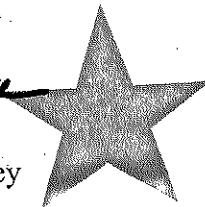
In accordance with Guideline 7 of the Town's Procurement Policy, this memorandum shall serve as this Office's determination that the Department of Parks complied with the Procurement Policy in view of its efforts to obtain three (3) responses to the RFP.

Should you have further questions, please contact me at your convenience.

JOSEPH NOCELLA
TOWN ATTORNEY



Matthew M. Rozea
Deputy Town Attorney



MMR:mmr

WHEREAS, Michael S. Upton, of Becker Arena Products, Inc., by letter dated March 28, 2018, has offered to donate an outdoor Hockey Rink to the Town of Oyster Bay to be placed at a location left to the discretion of the Commissioner of the Department of Parks; and

WHEREAS, the value of the outdoor Hockey Rink is estimated to be \$60,000.00; and

WHEREAS, the relocation and assembly of the rink will not exceed \$19,000.00 as determined in accordance with the Town procurement policy and funds for the relocation and assembly of the rink are available through the Trust Account TWN TA000 00085 439 0000 from the proceeds of a charity New York Ranger Alumni Association game held on November 3, 2017; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 28, 2018, has recommended that the Town accept said donations, and authorize the Comptroller to pay for the relocation and assembly,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the Town hereby accepts the donation from Becker Arena Products, Inc., of an outdoor Hockey Rink to the Town of Oyster Bay, and the Comptroller is authorized to pay for the relocation and assembly of the rink, upon receipt of a duly certified claim, after audit, from Account No. TWN TA000 00085 439 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

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268

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMORANDUM

March 28, 2018

TO: Memorandum Docket

FROM Joseph G. Pinto, Commissioner of Parks

SUBJECT: Donation of Outdoor Hockey Rink

Town Board authorization is recommended and respectfully requested to accept the donation of an outdoor hockey rink at an estimated value of \$60,000.00 per appraisal by Becker Arena Products Inc. (attached) from by Michael P. Rudman of 212 Michael Drive, Syosset , NY 11791.

The specifications for the rink are as follows:

- 2008 Techno Sports outdoor hockey rink
- 185' in length, 70' in width, with 25' radius corners, including boxes
- 500ft facing, kick cap
- 5/8" tempered glass

Upon Town Board approval, the rink will be disassembled, moved and reassembled by the Department of Parks and/or it's designee under the supervision and direction of Becker Arena Products Inc. to full safety and industry standards. Services of Becker Arena Products Inc were obtained through the NJPA (National Joint Power Alliance) cooperative purchasing contract (030117-BAP) in accordance with the Town procurement policy guideline 5G at a cost not to exceed \$19,000.00.

Funds will be available through the Trust Account TWN TA000 00085 439 0000 from the proceeds of charity hockey game featuring members of the New York Ranger Alumni Association held on November 3, 2017 at the Town of Oyster Bay Ice Skating Center.

The location for placement of the rink will be left to the discretion of the Commissioner of Parks.

C: Town Attorney (+7 copies w/attachment)
Andrew Rothstein, Director of Operations



Joseph G. Pinto
Commissioner of Parks





Becker Arena Products, Inc.

Sports Facility Supplies & Equipment

March 20, 2018

Town of Oyster Bay
Attn: Andrew Rothstein
54 Audrey Ave
Oyster Bay, NY 11771

RE: Hockey Dasher system with accessories

Mr. Rothstein:

Thank you for contacting our office regarding dasher system that is being donated to the community, and re-purposed to a local park.

Recently, myself and another representative from my office were on-site to inspect the dasher system, scoreboard, bleachers, and other accessories. Once back in MN we discussed with our Operations group the labor required to disassemble the equipment, move it, and re-assemble the dasher system in a local park.

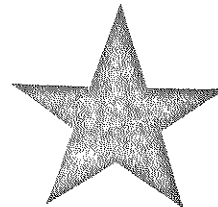
We also had our used division, "Rink Equipment Resources", look at the condition of all the equipment, so we could provide your office with an estimated value of everything being donated.

I know you had mentioned when it was all originally purchased, the total exceeded \$200,000. The dasher system is still in good condition, as are all of the accessories. The estimated value of all of this equipment today is \$60,000.

Again, thank you for contacting Becker Arena Products. We look forward to working with you soon.

Sincerely,


Michael S. Upton



Reviewed By
Office of Town Attorney

WHEREAS, Al Staab, President, Oak Neck Athletic Council, P.O. Box 1421, Bayville, New York, 11709, by letter dated March 15, 2018, requested the use of the Centre Island Beach parking lot, a showmobile, and two (2) portable lights, for the Oak Neck Athletic Council's Summer Kick-Off Festival, on Thursday, June 14, 2018 from 6:00 pm to 10:00 pm, Friday, June 15, 2018, from 6:00 pm to 11:00 pm, Saturday, June 16, 2018, from 6:00 pm to 11:00 pm, and Sunday, June 17, 2018, from 6:00 pm to 9:30 pm, with set up to begin on Wednesday, June 13, 2018, and breakdown to be complete on Monday, June 18, 2018, and said showmobile and portable lights to be delivered on June 13, 2018 and picked up on June 18, 2018;

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 30, 2018, requested that the Town Board authorize the use of the Centre Island Beach parking lot, a showmobile, and two (2) portable lights by the Oak Neck Athletic Council during the time periods hereinabove set forth for the Oak Neck Athletic Council's Summer Kick-Off Festival, and requested that Town Ordinance 168-22, regarding alcoholic beverages on Town parks and beaches, be waived at Centre Island Beach for this event during the time periods hereinabove set forth; and

WHEREAS, Commissioner Pinto informed the Town Board that the Oak Neck Athletic Council will provide 24 hour security at Centre Island Beach from Wednesday, June 13, 2018 through Monday, June 18, 2018, including night coverage and patrol of the beachfront; and

WHEREAS the use of the portable lights and showmobile is subject to the fees set forth in Resolution No. 174-2017, adopted by the Town Board on April 4, 2017; and

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

NOW, THEREFORE IT BE RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and Town Ordinance 168-22 Alcoholic Beverages is hereby waived at Centre Island Beach for the duration of the Oak Neck Athletic Council Inc.'s Summer Kick-Off Festival, on Thursday, June 14, 2018 from 6:00 pm to 10:00 pm, Friday, June 15, 2018, from 6:00 pm to 11:00 pm, Saturday, June 16, 2018, from 6:00 pm to 11:00 pm, and Sunday, June 17, 2018, from 6:00 pm to 9:30 pm; and be it further

RESOLVED, The Department of Parks is hereby authorized to provide the use of the Centre Island Beach Park parking lot, a showmobile and two portable lights for the Oak Neck Athletic Council Inc.'s on Wednesday, June 13, 2018 through Monday, June 18, 2018, said showmobile and portable lights to be delivered on June 13, 2018 and picked up on June 18, 2018, subject to the following terms and conditions:

- 1. The use of all Town equipment shall be in conformance with the direction of the Highway Department;
- 2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the aforescribed activity; and
- 3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance in the amount of \$1,000,000 with a general aggregate of \$2,000,000 and naming the Town of Oyster Bay as an additional insured, and providing an Endorsement and a Hold Harmless Agreement in connection with the aforementioned activity.

-#-

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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Aye
	Councilwoman Alesia	Aye
	Councilwoman Johnson	Aye
	Councilman Imbroto	Aye
	Councilman Hand	Aye
cc:	Supervisor	
	Town Attorney	
	Comptroller	
	Parks	

10
TOWN OF OYSTER BAY

Inter-Departmental Memorandum

March 30, 2018

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Oak Neck Athletic Council Festival

The attached letter dated March 15, 2018 from Oak Neck Athletic Council requests the use of Centre Island Beach parking lot to hold a Summer Kick-Off Festival. The dates will be from Thursday, June 14th through Sunday, June 17th. The hours of the festival are as follows:

Thursday, June 14	6:00pm – 10:00pm
Friday, June 15	6:00pm – 11:00pm
Saturday, June 16	6:00pm – 11:00pm
Sunday, June 17	6:00pm – 9:30pm

Set up will begin on Wednesday, June 13th and breakdown on Monday, June 18th.

For this Summer Kick-Off Festival to take place at Centre Island Beach, the following Town Ordinances for the Parks Department must be waived:

168-22. No person shall bring beer, ale or any other alcoholic beverage into any park or beach.



Other items that require Town Board authorization are:

Permit fees for the use of the showmobile and 2 portable lights are defined in Resolution 174-2017.

It is understood that Oak Neck Athletic Council must obtain insurance and all necessary permits from various regulating agencies in relation to the operation of the festival and copies supplied to the Department of Parks. The copies must be in our possession prior to the start of the festival.

It is understood that Oak Neck Athletic Council will provide 24 hour security at Centre Island Beach from Wednesday June 13th through Monday June 18th. Security will include night coverage and patrol of the beachfront.

Town Board authorization is requested for the use of Centre Island Beach parking lot and town equipment from Wednesday, June 13th, through Monday, June 18th by Oak Neck Athletic Council for its Summer Kick-Off Festival.


JOSEPH G. PINTO
COMMISSIONER OF PARKS


Cc: Town Attorney (original + 7 copies)

OAK NECK ATHLETIC COUNCIL

P.O. BOX 1421

BAYVILLE, NEW YORK 11709

March 15, 2018

Donna Antetomaso
C/o Town of Oyster Bay
Parks Dept.
Hicksville Rd.
Massapequa, New York

Dear Donna:

We are conducting our Summer Kick-Off Festival for the residents of Bayville, Locust Valley, Oyster Bay and surrounding communities. It will be a four-day event with rides and games by Newton Shows.

We are requesting the use of Centre Island Beach parking lot. The dates of the actual festival are **Thursday, June 14th, 2018 through Sunday, June 17th, 2018**. Set up would begin on Wednesday, June 13, 2018 and breakdown will be completed Monday morning June 18, 2018. In addition, we would need from the Town of Oyster Bay; 2- portable lights, show-mobile.

Festival hours:

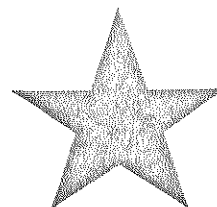
- Thursday 6/14/18 6:00 pm – 10:00 pm
- Friday 6/15/18 6:00 pm – 11:00 pm
- Saturday 6/16/18 6:00 pm – 11:00 pm
- Sunday 6/17/18 6:00 pm – 9:30 pm

Thank you for your help and please contact us with any questions or concerns.

Sincerely,

Al Staab

Al Staab
President
516-250-7817
al.staab@gensecutrity.com



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

This Agreement is made this 26 day of March 2018, by Oyster Necke Athletic Council Inc. (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Cedar Island Beach Parking Lot

for the event described as Sevenside High School Football
The property/equipment is needed from Tues. June 13, 2018 to Monday, June 18, 2018
The event for which the property and/or equipment is requested () is (☒) is not a profit making event.

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

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

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

Name of Organization

Oyster Necke Athletic Council Inc.

Address of Organization

PO Box 1424
Bongville, NY 11705

By:

[Signature]
Authorized Representative

Title: President

Telephone Number: 516-250-7817

S:\ATTORNEY\ALPH\FINAL\APPLICATION FOR USE OF TOWN PROPERTY\TOP.DOCX

Reviewed By
Office of Town Attorney

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2018

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

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

PRODUCER	CONTACT NAME: Bob Bleistein
Eastern Classic Coverage	PHONE (A/C, No, Ext): (516) 320-8120 FAX (A/C, No):
1055 Stewart Ave	EMAIL ADDRESS: bobbb@classiccoverage.com
2nd fl, Suite 5	INSURER(S) AFFORDING COVERAGE
Bohnpage NY 11714	INSURER A: Convinton Specialty Ins. Co.
INSURED	INSURER B: Nationwide ins co
Oak Neck Athletic Council Inc.	INSURER C:
Po Box 1421	INSURER D:
Bayville NY 11709	INSURER E:
	INSURER F:

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	ADDLSUBR INSD (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	VBA55086430	8/15/17	8/15/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
b	host liquor - special event		tb6	6/13/18	6/18/18	\$1,000,000 \$2,000,000

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

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED.

Date of event: 6/14/18 -6/17/18

Festival - Centre Island Beach / field parking area

CERTIFICATE HOLDER	CANCELLATION
TOWN OF OYSTER BAY 977 Hicksville Rd Massapeque NY 11758	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Reviewed By Office of Town Attorney	AUTHORIZED REPRESENTATIVE Robert Bleistein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Town of Oyster Bay, 977 Hicksville Road, Massapequa, NY 11758	Location(s) as specified in written contract with the Additional Insured shown in the schedule of this endorsement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

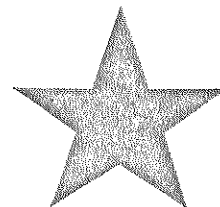
However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Reviewed By
Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memoranda dated December 14, 2017 and January 2, 2018, advised that the Department of Parks issued a Request for Proposals for Instructors for Fitness Workshops at various Town of Oyster Bay facilities in the disciplines of Zumba and Kickboxing; and

WHEREAS, Commissioner Pinto, by memorandum dated April 4, 2018, recommended that based upon the responses received to the Request for Proposals, that the Town Board authorize the Department of Parks to retain the services of the following individuals, for the disciplines noted and at the hourly rate noted for the calendar year 2018, with the Town to have an option to extend for three additional years at the same hourly rates, for programs to be established by the Department of Parks:

Zumba: Virginia DeSalvo, 22 Linden Boulevard, Hicksville, NY 11801
at \$50.00
Jessica Reilly, 425 Outlook Avenue, West Babylon, NY 11704
at \$75.00

Kickboxing: Jessica Reilly, 425 Outlook Avenue, West Babylon, NY 11704
at \$75.00

and that payment for these services will be made from Account No. PKS A 7110 47660 000 0000;

NOW, THEREFORE, BE IT RESOLVED, That the recommendations hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to retain the services of the individuals named hereinabove, for the disciplines noted and at the hourly rate noted for the calendar year 2018, with the Town to have an option to extend for three additional years at the same hourly rates, for programs to be established by the Department of Parks, and fees for these services, after encumbrances have been approved and upon presentation of a duly certified claim, after audit, shall be paid from Account No. PKS A 7110 47660 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney
DAS
JPD

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: April 4, 2018


SUBJECT: Fitness Workshops - Zumba - Kickboxing

Based on Guideline 5B and Guideline 9 of the Procurement Policies and Procedures at the Town of Oyster Bay, the Department of Parks requests Town Board authorization to retain the services of the following individuals, for the disciplines noted and at the hourly rate noted for the calendar year 2018, with the Town to have an option to extend for three additional years at the same hourly rates:


Zumba: Victoria DeSalvo, 22 Linden Boulevard, Hicksville, NY 11801 at \$50.00
Jessica Reilly, 425 Outlook Avenue, West Babylon, NY 11704 at \$75.00

Kickboxing: Jessica Reilly, 425 Outlook Avenue, West Babylon, NY 11704 at \$75.00

No additional funds are required as money was allocated in Resolution No. 31-2018.



Joseph G. Pinto
Commissioner



JGP:GS:ld
cc: Town Attorney (+ 7 copies)

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memoranda dated December 14, 2017 and January 2, 2018, advised that the Department of Parks issued a Request for Proposals for Instructors for Fitness Workshops at various Town of Oyster Bay facilities in the disciplines of Zumba, Pilates, Yoga and Kickboxing, and that less than three responses were received for any one discipline; and

WHEREAS, Commissioner Pinto, by memorandum dated January 2, 2018, advised that a waiver of the Town's Procurement Policy, dated January 2, 2018, was obtained from the Office of the Town Attorney; and

WHEREAS, Commissioner Pinto, by memorandum dated January 2, 2018, recommended that based upon the responses received to the Request for Proposals, that the Town Board authorize the Department of Parks to retain the services of the following individuals, for the disciplines noted and at the hourly rate noted for the calendar year 2018, with the Town to have an option to extend for three additional years at the same hourly rates, for programs to be established by the Department of Parks:

Zumba: Cathy Cromer, 146 Myers Avenue, Hicksville 11801 at \$75.00

Pilates: Debra Tassone, 12 Amby Avenue, Plainview 11803 at \$75.00 and

Donna Martini, 154 Anstice Street, Oyster Bay 11771 at \$95.00

Yoga: Donna Martini, 154 Anstice Street, Oyster Bay 11771 at \$95.00 and
Jingdi Lu, 8 Whitman Avenue, Syosset 11791 at \$112.50,

and that payment for these services will be made from Account No. PKS A 7110 47660 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to retain the services of the individuals named hereinabove, for the disciplines noted and at the hourly rate noted for the calendar year 2018, with the Town to have an option to extend for three additional years at the same hourly rates, for programs to be established by the Department of Parks, and fees for these services, after encumbrances have been approved and upon presentation of a duly certified claim, after audit, and the funds for said payment shall be paid from Account No. PKS A 7110 47660 000 0000.

#



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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Meeting of April 24, 2018

Resolution No.271-2018

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 4, 2018, requested Town Board authorization to register Michael Imbergamo, a Code Enforcement Inspector working as a Residential Rehabilitation Inspector in the Community Development Block Grant program, as a member of the Building Inspectors Association of Nassau County, for the period from May 1, 2018 to April 30, 2019, at a cost of \$85.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Intergovernmental Affairs is hereby authorized to register Michael Imbergamo as a member of the Building Inspectors Association of Nassau County, for the period from May 1, 2018 to April 30, 2019, at a cost of \$85.00, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. IGA CD 8686 47900 000 CD17.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

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Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: April 4, 2018


SUBJECT: Membership dues for BIANCO
Building Inspectors Association of Nassau County

Michael Imbergamo is a Code Enforcement Inspector who works for the Community Development Block Grant Program in the capacity of Residential Rehabilitation Inspector. In this capacity he is certified by New York State's Department of State, Division of Code Enforcement and Administration as a Code Enforcement official for the New York State Uniform Fire Prevention and Building Code. Twenty-four (24) hours of approved in-service training is required annually to maintain the New York State Code Enforcement Official Certification.

The Department of Intergovernmental Affairs elected to register Inspector Imbergamo as a member of the Building Inspectors Association of Nassau County (BIANCO) which entitles him to take the in-service training courses sponsored by BIANCO. The cost of membership for Inspector Imbergamo is \$85.00 per year (May 1, 2018- April 30, 2019).

It is therefore, respectfully requested that the Town Board authorize Payment of Inspector Imbergamo's membership in BIANCO for the period (May 1, 2018- April 30, 2019)

Funds are available for this purpose in Account Number IGA CD 8686 47900 000 CD17



Frank V. Sammartano
Commissioner

FVS/PA
Attachment
cc: Town Attorney w/ 7 copies



Timothy Dougherty

Treasurer
18 Horse Hill Road
Brookville, NY 11545

VOUCHER

Voucher Number: 2018-4
Voucher Date: 3/16/2018

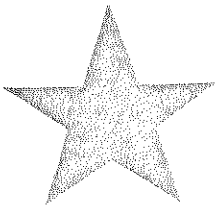
Building Inspectors Association of Nassau County

Invoice To:	Town of Oyster Bay 74 Audrey Avenue Oyster Bay, New York 11771 Attn: Mike Imbergamo	Mail To:	Tim Dougherty 18 Horse Hill Road Brookville, NY 11545
Make check payable to: BIANCO			

\$ 85 PER MEMBERSHIP

MEMBERSHIP DUES:

Mike Imbergamo



Total Members:	1
AMOUNT DUE:	\$85.00

BIANCO is a non-profit professional association, Federal I.D. #11-3086236


TREASURER

WHEREAS, Resolution No. 570-2017, adopted by the Town Board on September 12, 2017, provided that funds would be available for the Town's hockey program in Account No. TWN-TA-0000-00085-444-0000, an account established for Summer Recreation and Youth Hockey; and

WHEREAS, Gregory Skupinsky, Deputy Commissioner, Department of Parks, by memorandum dated April 6, 2018, advised that subsequent to the adoption of Resolution No. 570-2017, the Town's Director of Finance established a new account solely for the Town's youth hockey program: Account TWN-TA-0000-00085-439-0000; and

WHEREAS, Deputy Commissioner Skupinsky recommended that the last two paragraphs of Resolution No. 570-2017 be amended as follows:

WHEREAS, funds will be available during the hockey season in account TWN-TA-0000-00085-439-0000 for the following expenditures:

\$8,000.00 to purchase awards for all participants in the program to be given out at Family Skate Night.

\$12,000.00 to purchase hockey related equipment to include but not limited to, goalie pads, chest protectors, nets, helmets, goalie sticks, pinnies, pucks, etc.

\$30.00 per enrolled player for the cost of a hockey jersey;

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Joseph G. Pinto, Commissioner of the Department of Parks, is hereby authorized *nunc pro tunc* from April 1, 2017, to implement the above outlined ice hockey programs with non-refundable fees as set forth herein, and to draw funds from Account No. TWN-TA-0000-00085-439-0000 to pay for the items listed above.

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and Resolution No. 570-2017 is hereby amended as set forth above.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

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Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : April 6, 2018

SUBJECT: Amendment of Resolution 570-2017

Resolution No. 570-2017, adopted by the Town Board on September 12, 2017 provided that funds would be available for the Town's hockey program in Account No. TWN-TA-0000-00085-444-0000, an account established for Summer Rec. and Youth Hockey.

Gregory Skupinsky, Deputy Commissioner, Department of Parks, by memorandum dated April 6, 2018, has advised that subsequent to the adoption of Resolution No. 570-2017, the Director of Finance has established a new account solely for the Town's youth hockey program: Account TWN-TA-0000-00085-439-0000.

Therefore, it is the request of Deputy Commissioner Skupinsky and the recommendation of this office that the last two paragraphs of Resolution No. 570-2017 be amended as follows:

WHEREAS, funds will be available during the hockey season in account TWN-TA-0000-00085-439-0000 for the following expenditures:


\$8,000.00 to purchase awards for all participants in the program to be given out at Family Skate Night.

\$12,000.00 to purchase hockey related equipment to include but not limited to, goalie pads, chest protectors, nets, helmets, goalie sticks, pinnies, pucks, etc.

\$30.00 per enrolled player for the cost of a hockey jersey;

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Joseph G. Pinto, Commissioner of the Department of Parks, is hereby authorized *nunc pro tunc* from April 1, 2017, to implement the above outlined ice hockey programs with non-refundable fees as set forth herein, and to draw funds from Account No. TWN-TA-0000-00085-439-0000 to pay for the items listed above.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st

cc: Town Attorney (w/7 copies)

S:\Attorney\RESOS 2018\Hockey Amend. TMS.docx

WHEREAS, on December 12, 2017, the Town Board adopted Resolutions 830-2017, 832-2017, 833-2017, and 834-2017 to authorize the Town to enter into agreements with Dr. Laurence Blauvelt, DVM, Carman Avenue Veterinary Office, PC, 837 Carman Avenue, Westbury, New York 11590 for various veterinary services; and

WHEREAS, such services were procured through a Request for Proposals dated October 11, 2017 ("RFP") that solicited veterinary services for an initial one (1) year term beginning on January 1, 2018 through and including December 31, 2018, with four (4) one-year extension options; and

WHEREAS, in drafting the aforementioned resolutions, language to authorize the one-year extension option for each agreement was inadvertently omitted from said resolutions; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated April 2, 2018, have requested and recommended that the Town Board amend Resolutions 830-2017, 832-2017, 833-2017, and 834-2017 so as to authorize the Supervisor, or his designee, to execute agreements with Carman Avenue Veterinary Office, PC, 837 Carman Avenue, Westbury, New York, for an initial one (1) year term beginning on January 1, 2018 through and including December 31, 2018, with four (4) one-year extension options as provided for in the RFP,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is accepted and approved, and Resolutions 830-2017, 832-2017, 833-2017, and 834-2017 are hereby amended so as to authorize the Supervisor, or his designee, to execute agreements with Carman Avenue Veterinary Office, PC, 837 Carman Avenue, Westbury, New York, for an initial one (1) year term beginning on January 1, 2018 through and including December 31, 2018, with four (4) one-year extension options as provided for in the RFP.

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

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

cc: Supervisor
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney
[Signature]

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Town of Oyster Bay

Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : April 2, 2018

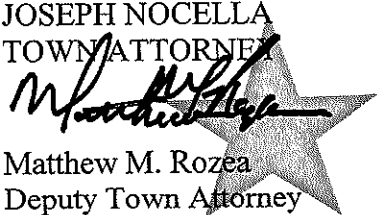
SUBJECT: Amendment of Various Town Board Resolutions Regarding Veterinary Services

At the December 12, 2017 Town Board meeting, four (4) resolutions were adopted that authorized the Town to enter into agreements with Dr. Laurence Blauvelt, DVM, Carman Avenue Veterinary Office, PC, 837 Carman Avenue, Westbury, New York 11590 for various veterinary services. Those services were procured through a Request for Proposals ("RFP") that solicited veterinary services for an initial one (1) year term beginning on January 1, 2018 through and including December 31, 2018, with four (4) one-year extension options.

Though the Department of Environmental Resources, by memorandum dated November 27, 2017, requested that the Town Board authorize the execution of said agreements with the term and extensions as set forth above, a scrivener's error occurred, and the language regarding the extension options was inadvertently omitted from the resolutions that were presented to, and acted upon, by the Town Board. Thereafter, by correspondence dated February 12, 2018, the Department of Environmental Resources contacted this Office to request that we undertake the appropriate action to correct the resolutions.

Accordingly, this Office recommends that the Town Board amend Resolutions 830-2017, 832-2017, 833-2017, and 834-2017 to provide that the Town Supervisor, or his designee, is authorized to execute agreements with Carman Avenue Veterinary Office, PC, 837 Carman Avenue, Westbury, New York, for an initial one (1) year term beginning on January 1, 2018 through and including December 31, 2018, with four (4) one-year extension options.

JOSEPH NOCELLA
TOWN ATTORNEY


Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Enclosures
File No. 2-000
cc: Office of the Town Attorney (with 7 copies)

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

November 27, 2017

To: MEMORANDUM DOCKET

FROM: Neil O. Bergin, Commissioner of Environmental Resources

SUBJ.: Procurement of Veterinary Services
Feral Cat Trap, Neuter and Return ("TNR") Program (Item #1)
Carman Avenue Veterinary Hospital

On October 11, 2017 the Department of Environmental Resources issued a Request for Proposals (Solicitation # AS01-2017) for the purpose of securing veterinary services to the Animal Shelter for the Feral Cat Trap, Neuter and Return ("TNR") Program (Item #1). A legal notice was posted in Newsday on October 13, 2017 announcing the availability of the detailed specifications and proposal sheets from the office of the Commissioner of the Department of Environmental Resources.

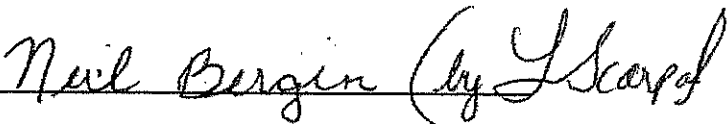
By the response date of November 3, 2017, we had only received two proposals for this item.

Upon evaluation and in conformance with the Town of Oyster Bay's Procurement Policy it has been determined that the proposal submitted by Carman Avenue Veterinary Hospital was best suited for our needs.

The Office of the Town Attorney has reviewed the circumstances regarding the solicitation and the receipt of this proposal and has determined that we made an adequate attempt to obtain the required number of proposals and are in compliance with the provisions of the Town's Procurement Policy including Guideline 9.

The Office of the Town Attorney has reviewed the insurance certificates provided and determined that the veterinarian has sufficient coverage.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement as negotiated and approved by the Town Attorney and further authorize the Supervisor or his designee to enter into an agreement with Carman Avenue Veterinary Hospital for a one year term commencing on January 1, 2018 and running through and including December 31, 2018 for an amount of \$20,000.00 per year. Funds are available in account DER A 3510 44900 000 0000 (Other Contract). This agreement may be extended under the same terms and amount, upon mutual agreement, for up to four (4) additional one (1) year periods.





NEIL O. BERGIN
Commissioner
Department of Environmental Resources

NOB/bp
Attachments
Copy: Town Attorney - w/ 7 copies
Daniel Pearl, Deputy Commissioner Department of Environmental Resources
Steven Bellas, Comptroller

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, advised that on October 11, 2017, the Department of Environmental Resources issued a Request for Proposals for the purpose of securing veterinary services to the Animal Shelter for the Feral Cat Trap, Neuter and Return ("TNR") Program; and

WHEREAS, in response to that Request for Proposals, two (2) responses were received by the Department of Environmental Resources; and

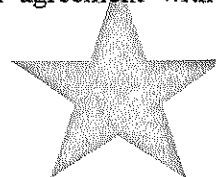
WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum to the Department of Environmental Resources dated November 22, 2017, advised that the Department of Environmental Resources complied with the Procurement Policy of the Town, pursuant to Guideline 7 of the policy; and

WHEREAS, after review of the responses that were received by the Department of Environmental Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, recommended and requested that the Town Board authorize the Supervisor to enter into an agreement, with Dr. Laurence Blauvelt, DVM, of Carman Avenue Veterinary Office PC, 837 Carman Avenue, Westbury, New York 11590, for one (1) year from January 1, 2018 through December 31, 2018 at a rate not to exceed \$20,000 per year, with funds available in account DER A 3510 44900 000 000 (Other Contract); and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such 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 Dr. Laurence Blauvelt.

-#-



The foregoing resolution was declared adopted after a poll of the members of the Board; the

Reviewed By
Office of Town Attorney
[Signature]

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

November 27, 2017

To: MEMORANDUM DOCKET

FROM: Neil O. Bergin, Commissioner of Environmental Resources

SUBJ.: Procurement of Veterinary Services
Euthanasia Services (Item #4)
Carman Avenue Veterinary Hospital

On October 11, 2017 the Department of Environmental Resources issued a Request for Proposals (Solicitation # AS01-2017) for the purpose of securing euthanasia services for Animal Shelter (Item #4). A legal notice was posted in Newsday on October 13, 2017 announcing the availability of the detailed specifications and proposal sheets from the office of the Commissioner of the Department of Environmental Resources.

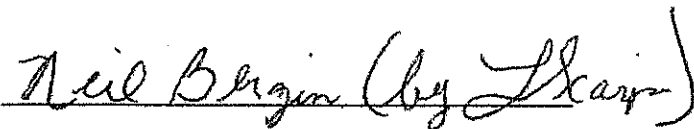
By the response date of November 3, 2017, we had only received two proposals for this item.

Upon evaluation and in conformance with the Town of Oyster Bay's Procurement Policy it has been determined that the proposal submitted by Carman Avenue Veterinary Hospital was best suited for our needs..

The Office of the Town Attorney has reviewed the circumstances regarding the solicitation and the receipt of this proposal and has determined that we made an adequate attempt to obtain the required number of proposals and are in compliance with the provisions of the Town's Procurement Policy including Guideline 9.

The Office of the Town Attorney has reviewed the insurance certificates provided and determined that the veterinarian has sufficient coverage.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement as negotiated and approved by the Town Attorney and further authorize the Supervisor or his designee to enter into an agreement with Carman Avenue Veterinary Hospital for a one year term commencing on January 1, 2018 and running through and including December 31, 2018 for an amount of \$8,000.00 per year. Funds are available in account DER A 3510 44900 000 0000 (Other Contract). This agreement may be extended under the same terms and amount, upon mutual agreement, for up to four (4) additional one (1) year periods.



NEIL O. BERGIN
Commissioner
Department of Environmental Resources



NOB/lp
Attachments
Copy: Town Attorney - w/ 7 copies
Daniel Pearl, Deputy Commissioner Department of Environmental Resources
Steven Ballas, Comptroller

Meeting of December 12, 2017

Resolution No. 832-2017

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, advised that on October 11, 2017, the Department of Environmental Resources issued a Request for Proposals for the purpose of securing euthanasia services for the Animal Shelter; and

WHEREAS, in response to that Request for Proposals, two (2) responses were received by the Department of Environmental Resources; and

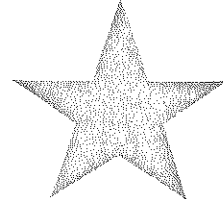
WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum to the Department of Environmental Resources dated November 22, 2017, advised that the Department of Environmental Resources complied with the Procurement Policy of the Town, pursuant to Guideline 7 of the policy; and

WHEREAS, after review of the responses that were received by the Department of Environmental Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017 recommended and requested that the Town Board authorize the Supervisor to enter into an agreement, with Dr. Laurence Blauvelt, DVM, of Carman Avenue Veterinary Office PC, 837 Carman Avenue, Westbury, New York 11590, for one (1) year from January 1, 2018 through December 31, 2018 at a rate not to exceed 8,000 per year, with funds available in account DER A 3510 44900 000 000 (Other Contract); and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such 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 Dr. Laurence Blauvelt.

-#-



The foregoing resolution was declared adopted after a poll of the members of the Board; the

7/10/18
Reviewed By
Office of Town Attorney
[Signature]

51

833

Town of Oyster Bay
Inter-Departmental Memo

November 27, 2017

To: MEMORANDUM DOCKET

FROM: Neil O. Bergin, Commissioner of Environmental Resources

SUBJ.: Procurement of Veterinary Services
After Hours' Emergency Care of Shelter Animals (Item #3)
Carman Avenue Veterinary Hospital

On October 11, 2017 the Department of Environmental Resources issued a Request for Proposals (Solicitation # AS01-2017) for the purpose of securing veterinary services for after hours' emergency care for the Animal Shelter (Item #3). A legal notice was posted in Newsday on October 13, 2017 announcing the availability of the detailed specifications and proposal sheets from the office of the Commissioner of the Department of Environmental Resources.

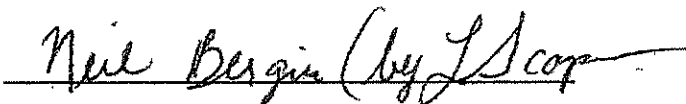
By the response date of November 3, 2017, we had only received two proposals for this item.

Upon evaluation and in conformance with the Town of Oyster Bay's Procurement Policy it has been determined that the proposal submitted by Carman Avenue Veterinary Hospital was best suited for our needs..

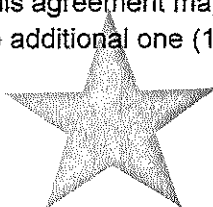
The Office of the Town Attorney has reviewed the circumstances regarding the solicitation and the receipt of this proposal and has determined that we made an adequate attempt to obtain the required number of proposals and are in compliance with the provisions of the Town's Procurement Policy including Guideline 9.

The Office of the Town Attorney has reviewed the insurance certificates provided and determined that the veterinarian has sufficient coverage.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement as negotiated and approved by the Town Attorney and further authorize the Supervisor or his designee to enter into an agreement with Carman Avenue Veterinary Hospital for a one year term commencing on January 1, 2018 and running through and including December 31, 2018 for an amount of \$7,000.00 per year. Funds are available in account DER A 3510 44900 000 0000 (Other Contract). This agreement may be extended under the same terms and amount, upon mutual agreement, for up to four (4) additional one (1) year periods.



NEIL O. BERGIN
Commissioner
Department of Environmental Resources



NOB/bp
Attachments
Copy: Town Attorney - w/ 7 copies
Daniel Pearl, Deputy Commissioner Department of Environmental Resources
Steven Ballas, Comptroller

Meeting of December 12, 2017

Resolution No. 833-2017

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, advised that on October 11, 2017, the Department of Environmental Resources issued a Request for Proposals for the purpose of securing veterinary services for afterhours emergency care of the Animal Shelter's animals; and

WHEREAS, in response to that Request for Proposals, two (2) responses were received by the Department of Environmental Resources; and

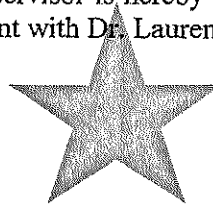
WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum to the Department of Environmental Resources dated November 22, 2017, advised that the Department of Environmental Resources complied with the Procurement Policy of the Town, pursuant to Guideline 7 of the policy; and

WHEREAS, after review of the responses that were received by the Department of Environmental Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, recommended and requested that the Town Board authorize the Supervisor to enter into an agreement, with Dr. Laurence Blauvelt, DVM, of Carman Avenue Veterinary Office PC, 837 Carman Avenue, Westbury, New York 11590, for one (1) year from January 1, 2018 through December 31, 2018 at a rate not to exceed \$7,000 per year, with funds available in account DER A 3510 44900 000 000 (Other Contract); and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such 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 Dr. Laurence Blauvelt.

-#-



The foregoing resolution was declared adopted after a poll of the members of the Board; the

Reviewed By
Office of Town Attorney
[Signature]

52

834

Town of Oyster Bay
Inter-Departmental Memo

November 27, 2017

To: MEMORANDUM DOCKET

FROM: Neil O. Bergin, Commissioner of Environmental Resources

SUBJ.: Procurement of Veterinary Services
Basic Medical Care of Shelter Animals (Item #2)
Carman Avenue Veterinary Hospital

On October 11, 2017 the Department of Environmental Resources issued a Request for Proposals (Solicitation # AS01-2017) for the purpose of securing veterinary services for basic medical care of shelter animals (Item #2). A legal notice was posted in Newsday on October 13, 2017 announcing the availability of the detailed specifications and proposal sheets from the office of the Commissioner of the Department of Environmental Resources.

By the response date of November 3, 2017, we had only received two proposals for this item.

Upon evaluation and in conformance with the Town of Oyster Bay's Procurement Policy it has been determined that the proposal submitted by Carman Avenue Veterinary Hospital was best suited for our needs..

The Office of the Town Attorney has reviewed the circumstances regarding the solicitation and the receipt of this proposal and has determined that we made an adequate attempt to obtain the required number of proposals and are in compliance with the provisions of the Town's Procurement Policy including Guideline 9.

The Office of the Town Attorney has reviewed the insurance certificates provided and determined that the veterinarian has sufficient coverage.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement as negotiated and approved by the Town Attorney and further authorize the Supervisor or his designee to enter into an agreement with Carman Avenue Veterinary Hospital for a one year term commencing on January 1, 2018 and running through and including December 31, 2018 for an amount of \$140,000.00 per year. Funds are available in account DER A 3510 44900 000 0000 (Other Contract). This agreement may be extended under the same terms and amount, upon mutual agreement, for up to four (4) additional one (1) year periods.



Neil Bergin (by Liliana)

NEIL O. BERGIN
Commissioner
Department of Environmental Resources

NOB/bp
Attachments
Copy: Town Attorney - w/ 7 copies
Daniel Pearl, Deputy Commissioner Department of Environmental Resources
Steven Balles, Comptroller

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, advised that on October 11, 2017, the Department of Environmental Resources issued a Request for Proposals for the purpose of securing veterinary services for basic care of the Animal Shelter's animals; and.

WHEREAS, in response to that Request for Proposals, two (2) responses were received by the Department of Environmental Resources; and

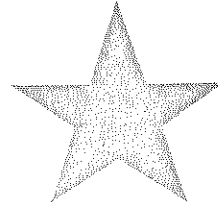
WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum to the Department of Environmental Resources dated November 22, 2017, advised that the Department of Environmental Resources complied with the Procurement Policy of the Town, pursuant to Guideline 7 of the policy; and

WHEREAS, after review of the responses that were received by the Department of Environmental Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017 recommended and requested that the Town Board authorize the Supervisor to enter into an agreement, with Dr. Laurence Blauvelt, DVM, of Carman Avenue Veterinary Office PC, 837 Carman Avenue, Westbury, New York 11590, for one (1) year from January 1, 2018 through December 31, 2018 at a rate not to exceed \$140,000 per year, with funds available in account DER A 3510 44900 000 000 (Other Contract); and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such 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 Dr. Laurence Blauvelt.

-#-



The foregoing resolution was declared adopted after a poll of the members of the Board: the

Reviewed By
Office of Town Attorney
[Signature]

Marie Kelly

From: Frank Scalera
Sent: Wednesday, April 04, 2018 5:04 PM
To: Marie Kelly
Subject: FW: Requested changes to Veterinary Resolutions and Agreements
Attachments: 2017 Resolution 830, 832, 833, 834.pdf; 2017 Veterinary RFP and Response.pdf; Trap, Neuter and Return Agreement with changes requested.pdf; Euthanasia Agreement with changes requested.pdf

From: Bradley Panetta
Sent: Monday, February 12, 2018 12:31 PM
To: Frank Scalera
Cc: Laurie Scarpa
Subject: Requested changes to Veterinary Resolutions and Agreements

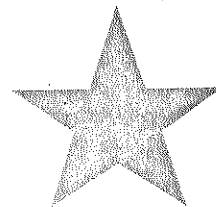
Good afternoon Mr. Scalera,

The changes we are requesting are as follows:

- Resolutions 830-2017, 832-2017, 833-2017 and 834-2017 need an indication of four one year extensions as per RFP which is also attached
- Corrections indicated in the Contract Rates section of the Trap, Neuter and Return Agreement
- Corrections indicated in the Contract Rates section of the Euthanasia Agreement

Thank you very much,

Bradley Panetta
Town of Oyster Bay Animal Shelter
150 Miller Place
Syosset, NY 11791
(516)677-5784





Town of Oyster Bay
Department of Environmental Resources
29 Spring Street
Oyster Bay, NY 11771

Joseph Saladino, Supervisor

REQUEST FOR PROPOSALS

Solicitation # AS01-2017
RFP Issue Date: October 11, 2017

RESPONSE IS DUE BY:
DATE: November 3, 2017
TIME: 4:45 PM

VETERINARY SERVICES

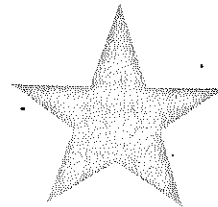
- Item No. 001: Feral Cat Trap, Neuter and Return ("TNR") Program
- Item No. 002: Basic Medical Care of Shelter Animals
- Item No. 003: Afterhours Emergency Medical Care of Shelter Animals
- Item No. 004: Euthanasia Services

For the

Town of Oyster Bay Animal Shelter
Syosset, NY

Please Return Proposal to the Attention of:

NEIL O. BERGIN, COMMISSIONER
Department of Environmental Resources



Department of Environmental Resources • Neil O. Bergin, Commissioner
29 Spring Street Oyster Bay, NY 11771 • Phone (516) 677-5711 • Fax (516) 677-5730
www.oysterbaytown.com

AUTHORIZED CONTACT PERSON: Prospective veterinarians are advised that the authorized Town of Oyster Bay contact person for all matters concerning this RFP is:

Commissioner Neil O. Bergin
Town of Oyster Bay Dept. of Environmental Resources
29 Spring Street Oyster Bay, New York 11771
Telephone: (516) 677-5711 - Fax: (516) 677-5730

INTRODUCTION: In accordance with the Town of Oyster Bay's qualification based consultant procurement policy, the Town of Oyster Bay Department of Environmental Resources (hereinafter referred to as "Town") is seeking proposals from qualified New York State licensed veterinarians to perform four (4) separate services as follows:

- Item No. 001: Feral Cat Trap, Neuter and Return ("TNR") Program
- Item No. 002: Basic Medical Care of Shelter Animals
- Item No. 003: Afterhours Emergency Medical Care of Shelter Animals
- Item No. 004: Euthanasia Services

The veterinarian's shall provide to the Town, those services that are described herein under "Scope of Services" under each requested proposal.

The proposer should indicate fees on an hourly basis for Item Nos: 002 & 003. For Item Nos: 001 & 004, fees should be provided on a per animal basis.

Each contract shall be for a one (1) year period, commencing on the date of award in 2017, with four (4) one (1) year options for renewal at the same rates, upon mutual consent by the Town of Oyster Bay and the veterinarians (hereinafter referred to as "the contract period").

The Town, after receipt and review of responses to this RFP, reserves the right to reject all proposals based upon the information provided by the veterinarians in his or her proposal. The review process of the RFP's submitted is based on the qualifications of the veterinarians for the nature of that project as well as price, experience and other factors.

It is further expressly acknowledged that the quality of the services to be rendered is of paramount importance to the Town.

At its discretion, the Town may elect to interview each Veterinarian, make visits to each Veterinarian, check references and/or inspect prior work done by each Veterinarian and each proposer is required to make a site visit and inspect the surgical facility.

Instructions: Prospective Veterinarians may bid on any one or combination of services Item 001, Item 002, Item 003 or Item 004.

SCOPE OF SERVICES:

The Veterinarian shall provide at a minimum, those services listed in Section 1 below:

Section 1

Item No. 001: Feral Cat Trap, Neuter and Return ("TNR") Program

a. Perform all services required under the Town's Feral Cat Trap, Neuter and Return ("TNR") Program including: a) examination; b) spaying or neutering; c) ear tipping; d) all inoculations including rabies inoculation) and for pregnant females, termination of pregnancy provided that such procedure, in the opinion of the Veterinarian, can be safely performed.

b. All TNR procedures may be performed either in the dedicated surgical facility located at the Town of Oyster Bay Animal Shelter, 150 Miller Place, Syosset, New York ("Animal Shelter") or at the Veterinarian's facility. If the Veterinarian chooses to perform the procedure at the Animal Shelter, the Veterinarian shall have full use of all Town equipment located therein. In addition, the Veterinarian is responsible for the cleaning of said facility.

c. The Animal Shelter shall provide transportation of animals to Veterinarian's facility.

d. Provide inoculations to dogs, cats and ferrets during the Town of Oyster Bay's free rabies clinics.

and have been said that they are not just some

Item No. 002: Basic Medical Care of Shelter Animals

a. Examination of all animals brought to the Animal Shelter regarding their suitability for adoption.

b. Spaying/neutering of all unaltered animals selected by the Animal Shelter for adoption provided that such procedure, in the opinion of the Veterinarian, can be safely performed.

c. Examining and promptly treating injured animals brought to the Animal Shelter during the Animal Shelter's operating hours, which are Monday through Saturday, 8:00 am to 4:00 pm and Sundays 6:00 am to 2:30 pm.

d. All examinations or procedures may be performed either in the dedicated surgical facility located at the Animal Shelter, or at the Veterinarian's facility. If the Veterinarian chooses to perform same at the Animal Shelter, the Veterinarian shall have full use of all Town equipment located therein. In addition, the Veterinarian is responsible for the cleaning of said facility.

e. The Animal Shelter shall provide transportation of animals to Veterinarian's facility.

f. Administer all necessary vaccinations and medications as required to protect the health and well-being of other animals located at the Animal Shelter or under the control of the Town of Oyster Bay.

4
g. Provide any additional veterinary services not specified above as requested by the Director of the Town of Oyster Bay Animal Shelter or his/her designee.

h. Provide inoculations to dogs, cats and ferrets during the Town of Oyster Bay's free rabies clinics.

Item No. 003: Afterhours Emergency Medical Care of Shelter Animals

a. Provide afterhours emergency medical care to all animals from the Animal Shelter

b. All examinations or procedures may be performed either in the dedicated surgical facility located at the Animal Shelter, or at the Veterinarian's facility. If the Veterinarian chooses to perform same at the Animal Shelter, the Veterinarian shall have full use of all Town equipment located therein. In addition, the Veterinarian is responsible for the cleaning of said facility.

c. The Animal Shelter shall provide transportation of animals to Veterinarian's facility.

Item No. 004: Euthanasia Services

a. Perform all euthanasia as requested by the Director of the Animal Shelter or his/her designee.

b. Each animal will be euthanized with intravenous injection of a lethal dose of Sodium Pentobarbital. All syringes, needles, solutions and disposal of medical waste will be provided by the Veterinarian.

c. All procedures may be performed either in the dedicated surgical facility located at the Animal Shelter or at the Veterinarian's facility. If the Veterinarian chooses to perform same at the Animal Shelter, the Veterinarian shall have full use of all Town equipment located therein. In addition, the Veterinarian is responsible for the cleaning of said facility.

d. The Animal Shelter will provide transportation of animals to Veterinarian's facility.

Section II

In the event the veterinarian is unable to personally attend to his or her duties during the year due to reasonable vacation period, attendance at professional seminars, vacation or illness, he or she shall arrange at his or her own expense to provide a substitute veterinarian acceptable to the Town to perform his or her duties.

Section III

All medical supplies and medications including but not limited to antibiotics & immunizations shall be provided for the veterinarian at the Town's expense (Excluding euthanasia solutions and supplies).

Section IV

USE OF OTHER LICENSED VETERINARIANS, VETERINARY TECHNICIANS AND/OR OTHER SUBORDINATE ENTITIES:

Prospective veterinarians are advised that the Town will entertain proposals that include the use of other licensed veterinarians, veterinary technicians (under supervision of a licensed veterinarian) and/or other subordinate entities. In such event, the veterinarian's proposal must clearly state the extent and nature of the work proposed to be delegated to the veterinarian, veterinary technician and/or other entity. The proposal must also specify the name, address and telephone number of each licensed veterinarian and other subordinate entities. If during the course of the contract, the veterinarian wishes to utilize the services of a licensed veterinarian, veterinary technician or subordinate entity other than that which was specified in the proposal and approved by the Town, written approval must be sought and obtained from the Town prior to using such veterinarian, veterinary technician and/or other entity. Failure to secure such approval shall result in the denial of such claims until such time as approval is received.

Section V

FORMAT FOR PAYMENTS AND CLAIMS:

The Town shall pay the veterinarian its negotiated fee upon submission of monthly claim vouchers provided by the Town Comptroller. In the event that the use of outside veterinarians, veterinary technicians and/or other entities is approved, the actual cost for such services shall be reflected on the submitted claims. This claim for reimbursement shall include the Veterinarian's or other entities signed certification of services and copy of the actual bill.

Section VI

INSURANCE REQUIREMENTS:

The veterinarian shall procure at his or her cost and expense insurance to protect the veterinarian, the Town and the people of the Town of Oyster Bay and their officers and employees from any claims which may arise from his or her practice of veterinary medicine. Certificates of insurance shall be delivered to the Town prior to commencement of this agreement. Said insurance policies shall be subject to the approval of the Town Attorney and the Town's insurance agent for adequacy and form of protection. The insurance required under this agreement shall be as follows:

General comprehensive/General Liability with a combined single limit for bodily injury and property damage of at least Three Million (\$3,000,000) Dollars, with on-premises medical payments coverage of Ten Thousand (\$10,000) Dollars per person and One Hundred Thousand (\$100,000) Dollars aggregate. Said policy shall include coverage for a) premises liability b) completed operations, c) independent contracts, d) broad form property damage, e) personal injury liability, f) fire damage legal liability for replacement value. The Town shall be named as an additional insured.

The following endorsements shall be provided as part of the coverage:

Cross suit exclusion endorsement must be eliminated on primary and excess liability policies.

1. Malpractice Insurance in the amount of One Million Dollars (\$1,000,000)

6
2. Workers' Compensation Insurance with coverage of at least the statutory minimum. Proof of Workers' Compensation insurance must be submitted to the Town as required under New York Law. The Veterinarian shall take out and maintain during the life of the Lease Agreement, Workers' Compensation for all his employees employed at the site of the Animal Clinic, and in case of any of the work being sublet, the subcontractor shall similarly be required to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Veterinarian. ✓

3. Disability Benefits Liability Insurance with coverage of at least the statutory minimum.

Section VII

LICENSE REQUIREMENTS:

The veterinarian and any approved subcontractors or other subordinate entities shall have all licenses required by the State or other governmental bodies. The veterinarian is responsible to maintain the usual and customary professional standards expected in his profession. ✓

Section VIII

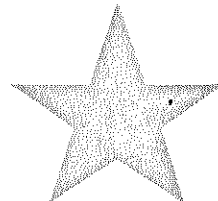
CONFLICTS OF INTEREST

Proposers submitting a response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement to be awarded pursuant to this RFP. If a firm has no conflicts of interests, a statement to that effect shall be included in the proposal. All responders must complete ONE of the Disclosure Affidavits. Enclosure. } ✓

Section IX

ADDITIONAL REQUIREMENTS:

In preparing its proposal, the veterinarian shall submit a copy of his or her curriculum vitae for review. ✓
A Minimum of three (3) letters of reference is required.



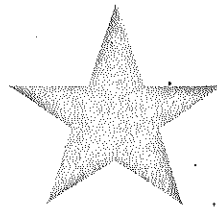
EUTHANASIA SERVICESCOST PROPOSAL FORM

- Veterinarian fee per animal

\$ 35.00

- Please indicate hours & days available below:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hrs:	Hrs:	Hrs:	Hrs:	Hrs:	Hrs:
8-7	8-7	8-6	9-6	8-5	9-12



ITEM 001

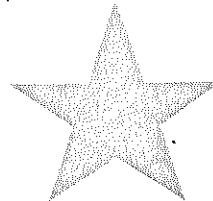
FERAL CAT TRAP, NEUTER AND RETURN ("TNR") PROGRAM

COST PROPOSAL FORM

• Veterinarian fee per animal \$ 45.00

• Please indicate hours & days available below:

Monday Hrs:	Tuesday Hrs:	Wednesday Hrs:	Thursday Hrs:	Friday Hrs:	Saturday Hrs:
8-7	8-7	8-6	9-6	8-5	9-12



ITEM 002

8

BASIC MEDICAL CARE OF SHELTER ANIMALS

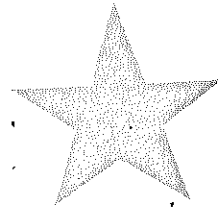
COST PROPOSAL FORM

- Veterinarian fee per hour

\$ 105.⁰⁰

- Please indicate hours & days available below:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hrs:	Hrs:	Hrs:	Hrs:	Hrs:	Hrs:
8-7	8-7	8-6	9-6	8-5	9-12

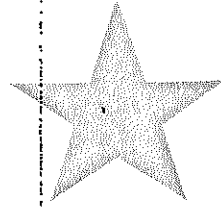


AFTERHOURS EMERGENCY MEDICAL CARE OF SHELTER ANIMALSCOST PROPOSAL FORM

• Veterinarian fee per hour \$ 105.⁰⁰

• Please indicate hours & days available below:

Monday Hrs:	Tuesday Hrs:	Wednesday Hrs:	Thursday Hrs:	Friday Hrs:	Saturday Hrs:
8-7	8-7	8-6	9-6	8-5	9-12



BIDDER'S DISCLOSURE AFFIDAVIT
INDIVIDUAL

CONTRACT NO.: _____

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.

IN LAURENCE BLAUVELT, being duly sworn, deposes and says:

1. That I reside at 59 BARRISTEN RD
LEVITTOWN NY 11756
2. That I am a bidder for the contract which is the subject matter of this application and am familiar with all the facts and circumstances hereinafter set forth.
3. That I am not an officer or employee, and I am not related to an officer or employee of the Town of Oyster Bay - except: (if any, set forth details) _____
4. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the bidder, or any officer, director or partner, member or employee of the bidder, or legally or beneficially owns or controls one (1) percent or more of the stock of the bidder, or is associated with the bidder in a joint venture, or is a party to an agreement with the bidder, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable award of such contract - except (if any set forth details - see General Municipal Law Section 809) _____
5. That in the event there is any change in the matters set forth herein prior to the award of the contract, deponent(s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

Sworn to before me this
23rd day of October, 2017

NOTARY PUBLIC

MATTHEW J. FLAHERTY
Certified Notary State of New York
County: Nassau
Reg. #01FL6202072
Exp: 3/09/20 21

Carman Avenue Veterinary Hospital
Dr. Laurence H. Blauvelt, DVM
837 Carman Avenue
Westbury, NY 11590
516-333-6868

October 26, 2017

Dear Commissioner Bergin,

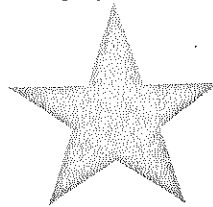
It is my pleasure to reapply to the Town of Oyster Bay as the shelter veterinarian. As the current veterinarian under contract, I have thoroughly enjoyed the great working relationship between the shelter employees and myself since I started in February of 2015. These remarkable relationships have assisted me in providing essential care to the animals of our community, and that care often provided a wonderful pet to a loving family. I believe the harmonious relationship between the employees and myself has positively benefited the shelter and I look forward to the opportunity to continue working with the town shelter as its veterinarian.

The services I am applying for are item #1 (Feral Cat Trap, Neuter and Return Program, #2 (Basic Medical Care of Shelter Animals), #3 Afterhours Emergency Medical Care of Shelter Animals, and #4 (Euthanasia Services). I have no conflicts of interest with respect to the town, shelter, or its employees relative to the services I will provide under the Agreement.

Thank you for your consideration in the proposals that I have provided. Please contact me if you need any further information, or have any questions.

Sincerely,


Dr. Laurence Blauvelt





Canine Commander LLC
62 Farmers Avenue
Bethpage, NY 11714
1-516-503-5527

Town of Oyster Bay Animal Shelter
54 Audrey Avenue
Oyster Bay, NY 11771
October 12th, 2017

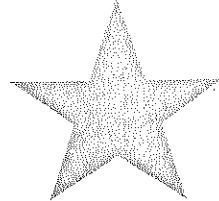
To Whom It May Concern:

It is with great pleasure that I recommend Dr. Larry Blauvelt as veterinarian for the Town of Oyster Bay Animal Shelter. I have known Dr. Blauvelt for over 37 years and he has treated all of my dogs. For the past 9 years we have used Dr. Blauvelt as our main veterinarian at Canine Commander Dog Training for our dogs and the dogs we board for our clients. He is a compassionate and skilled veterinarian and surgeon. He is always available when we need him. We trust him completely in the care of our dogs.

I am without doubt that Dr. Blauvelt will be an excellent veterinarian for the Town of Oyster Bay Animal Shelter. I enthusiastically recommend him. He will be a tremendous asset for the shelter.

Sincerely,

Chris Hanley
Owner and Senior Trainer
Canine Commander LLC





WWW.LIVS.ORG

Long Island Veterinary Specialists

163 South Service Road
Plainville, New York 11803

Phone: 516 501-1700
Fax: 516 501-1169

October 17th, 2017

Dear Commissioner Bergin,

Dr. Larry Blauvelt is both a respected colleague and a personal friend for over 20 years. He remains current on veterinary topics by attending the various continuing education series sponsored by LIVS and other entities using our facilities for their lecture venues and our in-house lectures.

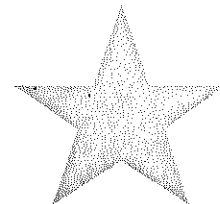
He is the parent of children and their spouses who are veterinarians as well. Veterinary medicine is a Blauvelt family tradition, and they do it proudly.

Carmen Avenue Veterinary Hospital has been under his direction for many years. We and his clients consider him competent, caring, expert and compassionate. He never hesitates to seek specialized advice when appropriate and I cannot think of anyone to recommend more highly for your spay and neuter clinics.

If I can be helpful in any additional way, please do not hesitate to call.

Sincerely,

Dominic J Marino, DVM, DACVS, DACCT, CCRP
Chief of Staff



Acupuncture • CT Scan/MRI • 24-Hr. Critical Care • Internal Medicine • Neurosurgery • Ophthalmology • Radiology • Ultrasound
Cardiology • Dermatology • Exotics • Emergency Service • Neurology • Oncology • Orthopedic Surgery • Soft Tissue Surgery
Rehabilitation Therapy • Nuclear Medicine • Radiolodine (I-131) Therapy • Aqua Therapy • Endoscopy • Arthroscopy



WWW.LIVS.ORG

Long Island Veterinary Specialists

163 South Service Road
Plainville, New York 11803

Phone: 516 501-1700
Fax: 516 501-1169

October 17th, 2017

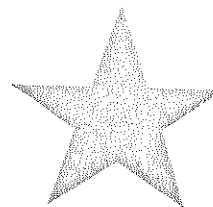
Dear Commissioner Bergin,

This letter is a recommendation without reservation for Dr Larry Blauvelt to continue his work as the shelter veterinarian for the town of Oyster Bay. Dr Blauvelt has been a dear friend and colleague for many years. His enthusiasm for the animals, clients, and veterinary medicine as a whole always amazes me. His positive attitude is infectious, and his eagerness to continue learning to benefit his patients and community is inspiring. His continuation to work with the shelter can only further improve animal care for the community.

If you have any questions about Dr Blauvelt, please feel free to contact me.

Sincerely,

Catherine A Loughin, DVM, DACVS, DACCT
Staff surgeon



Acupuncture • CT Scan/MRI • 24 Hr. Critical Care • Internal Medicine • Neurosurgery • Ophthalmology • Radiology • Ultrasound
Cardiology • Dermatology • Exotics • Emergency Service • Neurology • Oncology • Orthopedic Surgery • Soft Tissue Surgery
Rehabilitation Therapy • Nuclear Medicine • Radiolodine (I-131) Therapy • Aqua Therapy • Endoscopy • Arthroscopy

Laurence H. Blauvelt

837 Carman Ave
Westbury, NY 11590
(6516) 333-6868
custer60@verizon.net

Education

University of Parma School of Veterinary Medicine, Parma, Italy
Doctor of Veterinary Medicine (DVM)
Accredited by the American Veterinary Medical Association (AVMA).
Graduated 1982

The Ohio State University, Columbus, Ohio, USA
Bachelor of Science (BS), Biology
Graduated 1975

Awards, Honors, and Nominations

Suffolk County SPCA Award

In recognition of work at Ground Zero in treatment and care of Search and Rescue Canine Officers.

American Legion Honor

In recognition of community service and volunteerism at Ground Zero.

Professional Experience

Chief of Staff/Owner Carman Avenue Animal Hospital
1993-Present

Shelter Veterinarian Town of Oyster Bay
2015-Present

Professor BOCES
2016-Present Veterinary Technician Program

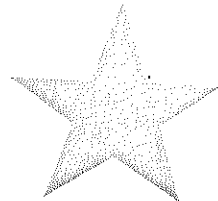
Associate Professor State University of New York at Suffolk
1995-1997 Veterinary Technician Program

Associate Professor State University of New York at Farmingdale
1993-1995 Veterinary Technician Program

Deputy Board of Examiners for State of New York
1990-1993

Associate Veterinarian Antiles Animal Hospital
1990-1993

Associate Veterinarian Nassau-Suffolk Animal Hospital
1990-1991



Memberships and Associations

Member, American Veterinary Medical Association (AVMA)

Member, New York State Veterinary Medical Association (NYSVMA)

Member, Long Island Veterinary Medical Association (LIVMA)

Member, Association of Shelter Veterinarians

Member, Medical Reserve Corps of Nassau County

Volunteer Experience

Town of Oyster Bay Rabies Clinic

SPCA Canine Service U.S. Open

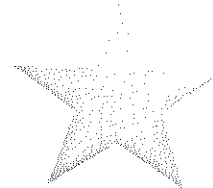
NYPD Canine Relief Veterinarian, World Trade Center

Languages

English: Fluent

Italian: Fluent

References available upon request.



Veterinary Professional Liability
Insurance Policy
Certificate of Insurance



This policy provides occurrence coverage. Please review the policy carefully.
ITEM 1: Insured by the stock company below and hereinafter called the Company
Zurich American Insurance Company

U-VPL-103-A-CW (07/04)

ITEM 2: Named Certificate Holder, member number, IRC, and address				Master Policy Number: EOL 9056000 -09		Certificate Number: VETPRO055966	
Laurence Harmon Blauvelt, DVM 59 Barrister Road Levittown, NY 11756				FOR INFORMATION OR TO FILE A CLAIM PLEASE CALL (800) 228-7548			
				ITEM 3: Policy Period			
				From: 01/01/2017 To: 01/01/2018			
				12:01 am Standard time at the address of the Named Certificate Holder as stated herein			
				ITEM 4: Limits of Liability			
				Each claim		\$ 4,000,000	
				Aggregate		\$ 6,000,000	
ITEM 5: Premium and coverage summary				ITEM 6: Forms Attached at Issuance:			
Primary Professional Liability \$238.00				U-VPL-100-A CW (07/04); U-VPL-103-A NY (10/06); U-GU-1041-A (03/11); U-VPL-119-A NY (10/06); U-GU-670-A (11/03); U-VPL-101-A NY (07/04); U-VPL-102-B NY (06/11); U-GU-319-F (01/09)			
Excess Professional Liability \$219.00							
Veterinary License Defense \$99.00							
Professional Extension Endorsement (Animal Bailee) \$86.00				ITEM 7: Schedule of Plan Numbers and location(s) for Professional Extension Endorsement (Animal Bailee) / Embryo and Semen Storage (if purchased): For additional locations, please see the attached page			
TOTAL DUE: \$642.00				Location Number/Address Extension Plan Embryo Plan			

Veterinary Professional Liability
Insurance Policy
Certificate of Insurance



This policy provides occurrence coverage. Please review the policy carefully.
ITEM 1: Insured by the stock company below and hereinafter called the Company
Zurich American Insurance Company

U-VPL-103-A-NY (10/06)

ITEM 2: Named Certificate Holder, member number, IRC, and address				Master Policy Number: EOL 9056000 -09		Certificate Number: VETPRO055966	
Laurence Harmon Blauvelt, DVM 59 Barrister Road Levittown, NY 11756				FOR INFORMATION OR TO FILE A CLAIM PLEASE CALL (800) 228-7548			
				ITEM 3: Policy Period			
				From: 01/01/2017 To: 01/01/2018			
				12:01 am Standard time at the address of the Named Certificate Holder as stated herein			
				ITEM 4: Limits of Liability			
				Each claim		\$ 4,000,000	
				Aggregate		\$ 6,000,000	
ITEM 5: Premium and coverage summary				ITEM 6: Forms Attached at Issuance:			
Primary Professional Liability \$238.00				U-VPL-100-A CW (07/04); U-VPL-103-A NY (10/06); U-GU-1041-A (03/11); U-VPL-119-A NY (10/06); U-GU-670-A (11/03); U-VPL-101-A NY (07/04); U-VPL-			
Excess Professional Liability \$219.00							

Veterinary Professional Liability
Insurance Policy
Certificate of Insurance



ZURICH

This policy provides occurrence coverage. Please review the policy carefully.
ITEM 1: Insured by the stock company below and hereinafter called the Company
Zurich American Insurance Company

U-VPL-103-A-NY (10/06)

ITEM 2: Named Certificate Holder, member number, species, and address Laurence Harmon Blauvelt, DVM 59 Barrister Road Levittown, NY 11756	Master Policy Number: EOL 9056000 -10	Certificate Number: VETPRO055966
	FOR INFORMATION OR TO FILE A CLAIM PLEASE CALL (800) 228-7548	
	ITEM 3: Policy Period From: 01/01/2018 To: 01/01/2019 12:01 am Standard time at the address of the Named Certificate Holder as stated herein	
ITEM 4: Limits of Liability Each claim \$ 4,000,000 Aggregate \$ 6,000,000		

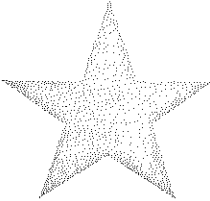
Member Name	Member No.	Species Type
Laurence Blauvelt	169022	[IV] Small Animal Exclusive

ITEM 5: Premium and coverage summary	
Primary Professional Liability	\$238.00
Excess Professional Liability	\$219.00
Veterinary License Defense	\$99.00
Professional Extension Endorsement (Animal Bailee)	\$86.00
TOTAL DUE:	\$642.00

ITEM 6: Forms Attached at Issuance:
U-VPL-100-A CW (07/04); U-VPL-103-A NY (10/06); GU-1191-A-CW (3/15); U-VPL-119-A NY (10/06); U-GU-670-A (11/03); U-VPL-101-A NY (07/04); U-VPL-102-B NY (06/11); U-GU-319-F (01/09); U-GU-1194-A CW (08/15)

ITEM 7: Schedule of Plan Numbers and location(s) for Professional Extension Endorsement (Animal Bailee) / Embryo and Semen Storage (if purchased):
For additional locations, please see the attached page

Location Number/Address	Extension Plan	Embryo Plan
1: 837 Carmen Ave Westbury, NY 11756	Plan 8	



ITEM 8: Veterinary Professional Liability Regulatory Action License
Defense Coverage endorsement (if purchased):
Limit: \$ 50,000

Authorized Signature

Neil R. Hughes

Neil R. Hughes, President
HUB International Midwest Limited

This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (AVMA) Professional Liability Insurance Trust. By acceptance of this policy the Named Certificate Holder agrees that the statements in the certificate and the application and any attachments hereto are the Named Certificate Holder's agreements and representations and that this policy embodies all agreements existing between the Named Certificate holder & the Company or any of its representatives relating to this insurance.

Notice to the Company: Zurich American Insurance Company
P.O. Box 968041
Schaumburg, IL 60196-8041



CERTIFICATE OF INSURANCE COVERAGE
UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)
CARMEN AVENUE VETERINARY OFFICE PC

837 CARMAN AVE
WESTBURY, NY 11590

1b. Business Telephone Number of Insured

516-333-6868

1c. NYS Unemployment Insurance Employer Registration
Number of Insured

7033351

1d. Federal Employer Identification Number of Insured
or Social Security Number

113170544

2. Name and Address of the Entity requesting Proof of Coverage
(Entity being listed as the Certificate Holder)

TOWN OF OYSTER BAY

DEPARTMENT OF ENVIRONMENTAL RESOURCES

150 MILLER PLACE

SYOSSET, NY 11791

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity listed in box "1a":

DBL49626

3c. Policy effective period:

07/01/2017

to

06/30/2018

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

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 NYS Disability Benefits Insurance coverage as described above.

Date Signed 10/13/2017

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100

Title

Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. B of the Disability Benefits Law.
It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York
Worker's Compensation Board

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of NYS Worker's Compensation Board Employee)

Telephone Number

Title

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the Insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed 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 Disability Benefits contract of insurance only while the underlying policy is in effect.

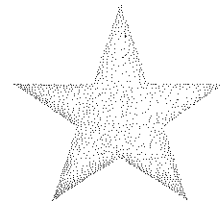
Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2017

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 Regan Agency, Inc. 463 Deer Park Ave Babylon, NY 11702 Brennan P. Regan		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:		
INSURED Carman Avenue Veterinary Office PC 837 Carman Avenue Westbury, NY 11590		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford		11000
		INSURER B:		19682
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

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		ADDITIONAL SUBR INSR WVD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		POLICY EXP. (MM/DD/YYYY)		LIMITS	
A	GENERAL LIABILITY			X		12 SBA UL8115 SB	03/18/2017	03/18/2018	EACH OCCURRENCE		\$	2,000,000	
	X	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)		\$	300,000	
			CLAIMS-MADE						X	OCCUR	MED EXP (Any one person)		\$
									PERSONAL & ADV INJURY		\$	2,000,000	
									GENERAL AGGREGATE		\$	4,000,000	
									PRODUCTS - COMP/OP AGG		\$	4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:										\$		
	POLICY		PRO-JECT		LOC					\$			
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)		\$		
		ANY AUTO								BODILY INJURY (Per person)		\$	
		ALL OWNED AUTOS								BODILY INJURY (Per accident)		\$	
		HIRED AUTOS								PROPERTY DAMAGE (PER ACCIDENT)		\$	
												\$	
											\$		
											\$		
A		UMBRELLA LIAB	X	OCCUR	12 SBAU UL 8115 SB	03/18/2017	03/18/2018	EACH OCCURRENCE		\$	1,000,000		
		EXCESS LIAB		CLAIMS-MADE				AGGREGATE		\$	1,000,000		
								\$					
		DED		RETENTION \$						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y/N	N/A	12 WEC GF 4318	07/01/2017	07/01/2018	X WC STATUTORY LIMITS		OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)								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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

the certificate holder is included as additional insured

CERTIFICATE HOLDER	CANCELLATION
TOOYSTE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Town of Oyster Bay Department of Environmental Resources 160 Miller Place Syosset, NY 11791-5603	AUTHORIZED REPRESENTATIVE

November 2, 2017

Town of Oyster Bay Shelter,

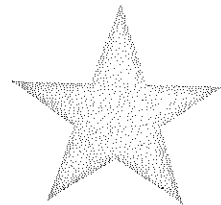
Please accept this letter of recommendation on behalf of West Hills Animal Hospital. I have worked with this hospital for the last 8 years and have come to find they provide exemplary medicine to each of their clients with care and precision.

Everyone on their staff from reception, to techs, to managers, to kennel, to doctors takes great pride in their work and ensures the owners and their clients are delighted with their services and well taken care of.

Their Veterinary services are second to none and it is my belief the Town of Oyster Bay would be happy to have them on their team.

Warm Regards,

Catherine Lombardo
Senior Territory Business Manager
Zoetis





Neil O. Bergin
Commissioner

TOWN OF OYSTER BAY
DEPARTMENT OF ENVIRONMENTAL RESOURCES

64 AUDREY AVENUE
OYSTER BAY, NEW YORK 11771-1592



(516) 677-5811
Fax (516) 677-5730
www.oysterbaytown.com

October 11, 2016

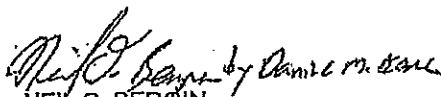
RE: Request For Proposals / Solicitation # AS01-2017

The Town of Oyster Bay would like to invite your firm to submit a proposal for veterinary services to the Department of Environmental Resources, Animal Shelter. A copy of our solicitation is enclosed.

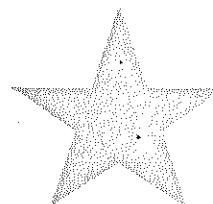
The deadline for receipt of proposals is 4:45 pm on November 3, 2017.

If you should have any questions, please feel free to contact Bradley Panetta, Director of the animal shelter, at (516) 677-5784.

Sincerely,


NEIL O. BERGIN
Commissioner of Environmental Resources

NOB:dp/
File G-300





CERTIFICATE OF LIABILITY INSURANCE

CARMA-1 OP ID: DO
DATE (MM/DD/YYYY)
10/13/2017

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 Regan Agency, Inc. 463 Deer Park Ave Babylon, NY 11702 Brennan P. Regan	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford	NAIC # 11000
	INSURER B: 19682	
INSURED Carman Avenue Veterinary Office PC 837 Carman Avenue Westbury, NY 11590	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	12 SBA UL8115 SB	03/18/2017	03/18/2018	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	12 SBAU UL 8115 SB	03/18/2017	03/18/2018	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	12 WEC GF 4318	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NJ)					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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
the certificate holder is included as additional insured

CERTIFICATE HOLDER	CANCELLATION
TOOYTE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Town of Oyster Bay Department of Environmental Resources 150 Miller Place Syosset, NY 11791-5603	AUTHORIZED REPRESENTATIVE

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Carman Avenue Veterinary Office PC 837 Carman Avenue Westbury NY 11590 Work Location of Insured (Only if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)	1b. Business Telephone Number of Insured 516-333-6868 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-3170544
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Oyster Bay Department of Environmental Resources 150 Miller Place Syosset NY 11791-5603	3a. Name of Insurance Carrier Hartford Fire Insurance Co 3b. Policy Number of entity listed in box "1a" 12 WEC GF 4318 3c. Policy effective period 07/01/17 - 07/01/18 3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> Included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> 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".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the 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: Brennan P. Regan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 11/21/17
(Signature) (Date)

Title: Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: 631-669-3434

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.

C-105.2 (9-07)

www.wob.state.ny.us

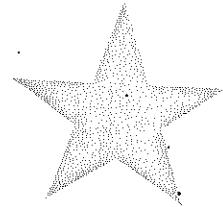
Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-07) Reverse



The University of the State of New York
Education Department

Office of the Professions
REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: 006230-1

Certificate Number: 9152403

BLAYVELT LAWRENCE HARMON
837 CARMAN AVENUE
WESTBURY
NY 11590-0000

Registered to practice in New York State through 02/28/2019, as a(n)
VETERINARIAN

LICENSEE/REGISTRANT

EXECUTIVE SECRETARY

The document is valid only if all license, expiration, name and address are correct. If any of these items are incorrect, the document is invalid. For more information, please visit www.opes.state.ny.us.

DEPUTY COMMISSIONER
FOR THE PROFESSIONS

COMMISSIONER OF EDUCATION

The University of the State of New York
Education Department

Office of the Professions
REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

LICENSE Number: 01355311
Certificate Number: 8963960

LUNDO, ANTHONY JOSEPH
8 BALLAD LN
HICKSVILLE NY 11801-0000

is registered to practice in New York State through 04/30/2018 as a(n)
VETERINARIAN

LICENSEE/REGISTRANT

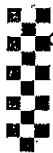
EXECUTIVE SECRETARY

ACTING COMMISSIONER OF EDUCATION

DEPUTY COMMISSIONER

FOR THE PROFESSIONS

This document is valid only if a licensee's registration address are kept up to date. If not, it may not be renewed and it is not
original. For a copy of the rules and regulations, visit the website: www.op.nysed.gov



ITEM 003

9

AFTERHOURS EMERGENCY MEDICAL CARE OF SHELTER ANIMALS

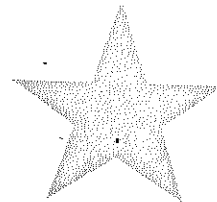
COST PROPOSAL FORM

• Veterinarian fee per hour \$ 105⁰⁰

• Please indicate hours & days available below:

Monday Hrs:	Tuesday Hrs:	Wednesday Hrs:	Thursday Hrs:	Friday Hrs:	Saturday Hrs:
8-7	8-7	8-6	9-6	8-5	9-12

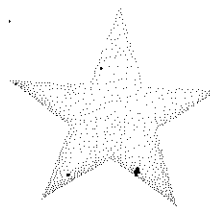
AVAILABLE By phone
24 hours - 516-698-1238



Requesting Changes to # 2
Contract Rates

2018

**EUTHANASIA SERVICES
PROGRAM AGREEMENT**



TOWN OF OYSTER BAY
VETERINARY AGREEMENT

PARTIES: The TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at TOWN Hall, Audrey Avenue, Oyster Bay, New York 11771, ("TOWN"), acting for and on behalf of the ANIMAL SHELTER DIVISION OF THE TOWN'S DEPARTMENT OF ENVIRONMENTAL RESOURCES (ANIMAL SHELTER");

AND

DR. LAURENCE BLAUVELT, DVM, of Carmen Avenue Veterinary Office, PC, located at 837 Carman Ave Westbury, New York 11590, and hereinafter referred to as the "VETERINARIAN".

WITNESSETH:

WHEREAS, it is the general intent and purpose of this Agreement for the TOWN to provide for euthanasia SERVICES for the ANIMAL SHELTER; and

WHEREAS, on October 11, 2017, the TOWN issued a Request For Proposals, Solicitation No. AS01-2017- Item No. 004 ("RFP"), which is attached hereto and made a part hereof; and

WHEREAS, by the response date of November 3, 2017, VETERINARIAN has submitted a response to this RFP ("Response"), which response has been deemed by the TOWN'S review committee as qualified, and which is attached hereto and made a part hereof; and

WHEREAS, the TOWN's Department of Environmental Resources reviewed VETERINARIAN's response to the RFP, and determined that the response by VETERINARIAN met the requirements of the RFP and contained reasonable overall prices and recommended that the TOWN Board award the contract to VETERINARIAN; and

WHEREAS, the Town Board, deems it in the best interest of the TOWN to enter into an agreement with VETERINARIAN;

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. TERM:

This Agreement shall commence on January 1, 2018 and shall terminate December 31, 2018, unless otherwise extended or terminated pursuant to the terms of this agreement. This agreement shall be subject to four (4) one (1) year extension options. This Agreement may be cancelled at any time by either party giving to the other not less than forty-five (45) days' written notice.

* 2. CONTRACT RATES:

This Agreement is a requirements contract subject to the rate schedule provided by VETERINARIAN in his response to the RFP. Said rate shall be \$35.00 per ^{animal} hour and shall not exceed ^{Eight} ~~Seven~~ Thousand (\$8,000.00) per calendar year.

3. SCOPE OF SERVICES:

The Scope of Services shall be in accordance with those set forth in Section I, Item No. 004 of the RFP, which are incorporated herein by reference.

4. USE OF OTHER LICENSED VETERINARIANS, VETERINARY TECHNICIANS AND/OR OTHER SUBORDINATE ENTITIES:

The use of other licensed veterinarians, veterinary technicians and/or other subordinate entities shall be in accordance with those set forth in Section IV of the RFP, which

are incorporated herein by reference.

5. **FORMAT FOR PAYMENTS AND CLAIMS:**

The format for Payments and claims shall be in accordance with those set forth in Section V of the RFP, which are incorporated herein by reference.

6. **INSURANCE REQUIREMENTS:**

The insurance requirements shall be in accordance with those set forth in Section VI of the RFP, which are incorporated herein by reference.

7. **LICENSE REQUIREMENTS:**

The license requirements shall be in accordance with those set forth in Section VI of the RFP, which are incorporated herein by reference.

8. **RELATIONSHIP BETWEEN THE PARTIES:**

VETERINARIAN agrees that it is, and shall at all times be deemed to be, an independent contractor and it shall not, in any manner whatsoever, by its actions or deeds, commit TOWN to any obligation irrespective of the nature thereof, and it shall not, at any time or for any purpose, be deemed an employee of the TOWN. It is further understood and agreed that no agent, servant or employee of VETERINARIAN shall, at any time, or under any circumstances, be deemed to be an agent, servant or employee of TOWN.

9. **DEFAULT:**

If either party hereto shall default in its performance of any term, covenant or condition of this Agreement for twenty days after notice, or where such default cannot reasonably be cured

within said twenty days, if the defaulting party does not promptly after receiving notice of the default commence to cure such default and thereafter proceed with diligence to cure such default; then the other party may terminate this Agreement within thirty (30) days notice to the other.

10. **INDEMNIFICATION:**

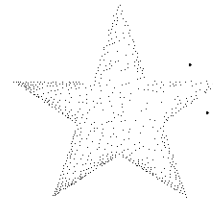
Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. **NOTICES:**

Any notices, demands and other communications required or desired to be given hereunder shall be in writing and shall be deemed properly given if sent by registered or certified mail, return receipt requested, addressed to the party to which same is to be given at its address first above written.

12. **MODIFICATION:**

This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by both of the parties to this Agreement.



13. WAIVER:

No waiver of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, whether of similar or different nature, unless expressly so stated in writing.

14. ENTIRE AGREEMENT:

This Agreement, including all other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This agreement supersedes all prior agreements and understandings between or among the parties with respect to such subject matter.

15. ASSIGNABILITY:

The provisions of this Agreement shall extend to, bind and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, if any. In no event shall this Agreement be assignable by the Employee.

16. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of New York. The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. If any provisions of this Agreement are invalid or unenforceable in any respect, the validity and enforceability of the remainder of this Agreement shall not in any way be affected.

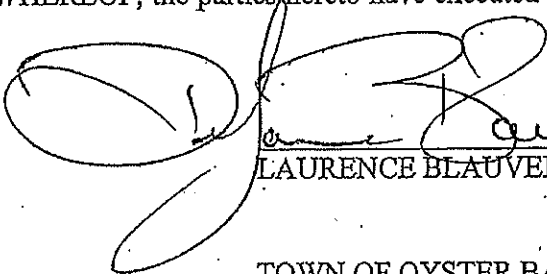
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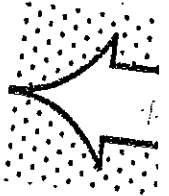
MISCELLANEOUS:

All oral or written statements, representations, promises, understandings and agreements of the parties hereto are superseded by and merged into this Agreement, which alone fully and completely expresses their agreement. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below.

DATED: 12/22/17


LAURENCE BLAUVELT, DVM



DATED: _____

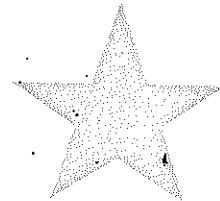
TOWN OF OYSTER BAY

By: _____
SUPERVISOR

REVIEWED:


Deputy Town Attorney

S:\Attorney\DONNA\Animal Shelter\ euthanasia Agreement.docx



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

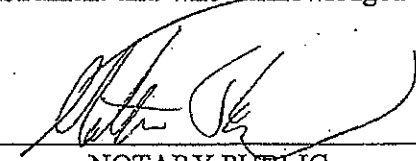
On this 22nd day of December, 2017, before me personally came Laurance Blauvelt known, who being by me duly sworn, did depose and say that he resides at 59 Berwick St Hewitt, New York; that he is the Vice-mayor of the TOWN OF OYSTER BAY, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the TOWN Board of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

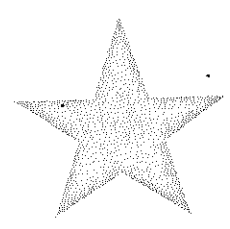
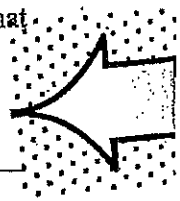
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 22nd day of December, 2017
, before me personally came and appeared LAURANCE BLAUVELT, DVM to me known, who being by me duly sworn, did depose and say that he resides at
, New York; who executed the foregoing instrument and who acknowledged to me that he executed the same.

MATTHEW J. FLAHERTY
Certified Notary State of New York
County: Nassau
Reg. #01FL6202072
Exp: 3/09/2021



NOTARY PUBLIC



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Copy/attach to docket
Copy → A/S

Meeting of December 12, 2017

Resolution No. 832-2017

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, advised that on October 11, 2017, the Department of Environmental Resources issued a Request for Proposals for the purpose of securing euthanasia services for the Animal Shelter; and

WHEREAS, in response to that Request for Proposals, two (2) responses were received by the Department of Environmental Resources; and

WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum to the Department of Environmental Resources dated November 22, 2017, advised that the Department of Environmental Resources complied with the Procurement Policy of the Town, pursuant to Guideline 7 of the policy; and

WHEREAS, after review of the responses that were received by the Department of Environmental Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017 recommended and requested that the Town Board authorize the Supervisor to enter into an agreement, with Dr. Laurence Blauvelt, DVM, of Carman Avenue Veterinary Office PC, 837 Carman Avenue, Westbury, New York 11590, for one (1) year from January 1, 2018 through December 31, 2018 at a rate not to exceed 8,000 per year, with funds available in account DER A 3510 44900 000 000 (Other Contract); and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such 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 Dr. Laurence Blauvelt.

-#-

* Please
add four (4)
one (1) year
extensions as
per RFP

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

Meeting of December 12, 2017

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Resolution No. 830-2017

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, advised that on October 11, 2017, the Department of Environmental Resources issued a Request for Proposals for the purpose of securing veterinary services to the Animal Shelter for the Feral Cat Trap, Neuter and Return ("TNR") Program; and

WHEREAS, in response to that Request for Proposals, two (2) responses were received by the Department of Environmental Resources; and

WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum to the Department of Environmental Resources dated November 22, 2017, advised that the Department of Environmental Resources complied with the Procurement Policy of the Town, pursuant to Guideline 7 of the policy; and

WHEREAS, after review of the responses that were received by the Department of Environmental Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, recommended and requested that the Town Board authorize the Supervisor to enter into an agreement with Dr. Laurence Blauvelt, DVM, of Carman Avenue Veterinary Office PC, 837 Carman Avenue, Westbury, New York 11590, for one (1) year from January 1, 2018 through December 31, 2018 at a rate not to exceed \$20,000 per year, with funds available in account DER A 3510 44900 000 000 (Other Contract); and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such 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 Dr. Laurence Blauvelt.

-#

*Please
add four (4)
one (1) year
extensions as
per BFP

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

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Resolution No. 833-2017

Meeting of December 12, 2017

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, advised that on October 11, 2017, the Department of Environmental Resources issued a Request for Proposals for the purpose of securing veterinary services for afterhours emergency care of the Animal Shelter's animals; and

WHEREAS, in response to that Request for Proposals, two (2) responses were received by the Department of Environmental Resources; and

WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum to the Department of Environmental Resources dated November 22, 2017, advised that the Department of Environmental Resources complied with the Procurement Policy of the Town, pursuant to Guideline 7 of the policy; and

WHEREAS, after review of the responses that were received by the Department of Environmental Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, recommended and requested that the Town Board authorize the Supervisor to enter into an agreement, with Dr. Laurence Blauvelt, DVM, of Carman Avenue Veterinary Office PC, 837 Carman Avenue, Westbury, New York 11590, for one (1) year from January 1, 2018 through December 31, 2018 at a rate not to exceed \$7,000 per year, with funds available in account DER A 3510 44900 000 000 (Other Contract); and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such 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 Dr. Laurence Blauvelt.

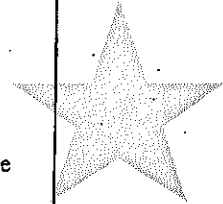
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*Please
add four (4)
one (1) year
extensions
as per RFP.

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources



Reviewed By
Office of Town Attorney
[Signature]

334

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Copy → attach to docket
Copy → A/S
Resolution No. 834-2017

Meeting of December 12, 2017

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017, advised that on October 11, 2017, the Department of Environmental Resources issued a Request for Proposals for the purpose of securing veterinary services for basic care of the Animal Shelter's animals; and

WHEREAS, in response to that Request for Proposals, two (2) responses were received by the Department of Environmental Resources; and

WHEREAS, Joseph Nocella, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum to the Department of Environmental Resources dated November 22, 2017, advised that the Department of Environmental Resources complied with the Procurement Policy of the Town, pursuant to Guideline 7 of the policy; and

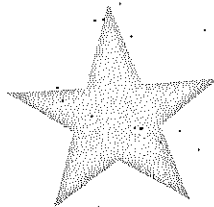
WHEREAS, after review of the responses that were received by the Department of Environmental Resources, in accordance with both the Procurement Policy and the criteria set forth in the Request for Proposals, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated November 27, 2017 recommended and requested that the Town Board authorize the Supervisor to enter into an agreement, with Dr. Laurence Blauvelt, DVM, of Carman Avenue Veterinary Office PC, 837 Carman Avenue, Westbury, New York 11590, for one (1) year from January 1, 2018 through December 31, 2018 at a rate not to exceed \$140,000 per year, with funds available in account DER A 3510 44900 000 000 (Other Contract); and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into such 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 Dr. Laurence Blauvelt.

-#-

*Please add
for (4)
one (1) year
extensions
as per
RFP



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

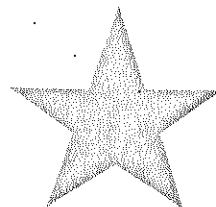
Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Absent
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hapd	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

* Requesting changes to item #2
Contract Rates

2018

**TRAP, NEUTER and RETURN
PROGRAM AGREEMENT**



TOWN OF OYSTER BAY
VETERINARY AGREEMENT

PARTIES: The **TOWN OF OYSTER BAY**, a municipal corporation of the State of New York, having its principal office at TOWN Hall, Audrey Avenue, Oyster Bay, New York 11771, ("TOWN"), acting for and on behalf of the **ANIMAL SHELTER DIVISION OF THE TOWN'S DEPARTMENT OF ENVIRONMENTAL RESOURCES (ANIMAL SHELTER)**;

AND

DR. LAURENCE BLAUVELT, DVM, of Carmen Avenue Veterinary Office, PC, located at 837 Carman Ave Westbury, New York 11590, and hereinafter referred to as the "**VETERINARIAN**".

WITNESSETH:

WHEREAS, it is the general intent and purpose of this Agreement for the TOWN to secure veterinary services to the ANIMAL SHELTER for the Feral Cat Trap, Neuter and Return ("TNR") Program; and

WHEREAS, on October 11, 2017, the TOWN issued a Request For Proposals, Solicitation No. AS01-2017- Item No. 001 ("RFP"), which is attached hereto and made a part hereof; and

WHEREAS, by the response date of November 3, 2017, VETERINARIAN has submitted a response to this RFP ("Response"), which response has been deemed by the TOWN'S review committee as qualified, and which is attached hereto and made a part hereof; and

WHEREAS, the TOWN's Department of Environmental Resources reviewed VETERINARIAN's response to the RFP, and determined that the response by VETERINARIAN met the requirements of the RFP and contained reasonable overall prices and recommended that

the TOWN Board award the contract to VETERINARIAN; and

WHEREAS, the Town Board, deems it in the best interest of the TOWN to enter into an agreement with VETERINARIAN;

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **TERM:**

This Agreement shall commence on January 1, 2018 and shall terminate December 31, 2018, unless otherwise extended or terminated pursuant to the terms of this agreement. This agreement shall be subject to four (4) one (1) year extension options. This Agreement may be cancelled at any time by either party giving to the other not less than forty-five (45) days' written notice.

~~2.~~ **CONTRACT RATES:**

This Agreement is a requirements contract subject to the rate schedule provided by VETERINARIAN in his response to the RFP. Said rate shall be \$45.00 ^{annual} per hour and shall not exceed ~~One Hundred and Forty~~ ^{Twenty} Thousand (\$20,000.00) per calendar year.

3. **SCOPE OF SERVICES:**

The Scope of Services shall be in accordance with those set forth in Section I, Item No. 001 of the RFP, which are incorporated herein by reference.

4. **USE OF OTHER LICENSED VETERINARIANS, VETERINARY
TECHNICIANS AND/OR OTHER SUBORDINATE ENTITIES:**

The use of other licensed veterinarians, veterinary technicians and/or other subordinate entities shall be in accordance with those set forth in Section IV of the RFP, which are incorporated herein by reference.

5. **FORMAT FOR PAYMENTS AND CLAIMS:**

The format for Payments and claims shall be in accordance with those set forth in Section V of the RFP, which are incorporated herein by reference.

6. **INSURANCE REQUIREMENTS:**

The insurance requirements shall be in accordance with those set forth in Section VI of the RFP, which are incorporated herein by reference.

7. **LICENSE REQUIREMENTS:**

The license requirements shall be in accordance with those set forth in Section VI of the RFP, which are incorporated herein by reference.

8. **RELATIONSHIP BETWEEN THE PARTIES:**

VETERINARIAN agrees that it is, and shall at all times be deemed to be, an independent contractor and it shall not, in any manner whatsoever, by its actions or deeds, commit TOWN to any obligation irrespective of the nature thereof, and it shall not, at any time or for any purpose, be deemed an employee of the TOWN. It is further understood and agreed that no agent, servant or employee of VETERINARIAN shall, at any time, or under any

circumstances, be deemed to be an agent, servant or employee of TOWN.

9. **DEFAULT:**

If either party hereto shall default in its performance of any term, covenant or condition of this Agreement for twenty days after notice, or where such default cannot reasonably be cured within said twenty days, if the defaulting party does not promptly after receiving notice of the default commence to cure such default and thereafter proceed with diligence to cure such default; then the other party may terminate this Agreement within thirty (30) days notice to the other.

10. **INDEMNIFICATION:**

Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. **NOTICES:**

Any notices, demands and other communications required or desired to be given hereunder shall be in writing and shall be deemed properly given if sent by registered or certified mail, return receipt requested, addressed to the party to which same is to be given at its address first above written.

12. **MODIFICATION:**

This Agreement may not be orally canceled, changed, modified or amended, and

no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by both of the parties to this Agreement.

13. **WAIVER:**

No waiver of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, whether of similar or different nature, unless expressly so stated in writing.

14. **ENTIRE AGREEMENT:**

This Agreement, including all other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This agreement supersedes all prior agreements and understandings between or among the parties with respect to such subject matter.

15. **ASSIGNABILITY:**

The provisions of this Agreement shall extend to, bind and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, if any. In no event shall this Agreement be assignable by the Employee.

16. **APPLICABLE LAW:**

This Agreement shall be governed by the laws of the State of New York. The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. If any provisions of this Agreement are invalid or unenforceable in any respect,

the validity and enforceability of the remainder of this Agreement shall not in any way be affected.

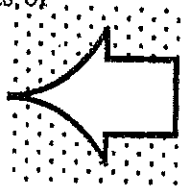
17. MISCELLANEOUS:

All oral or written statements, representations, promises, understandings and agreements of the parties hereto are superseded by and merged into this Agreement, which alone fully and completely expresses their agreement. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below.

DATED: 12/22/17


LAURENCE BLAUVELT, DVM



DATED: _____


TOWN OF OYSTER BAY

By: _____

SUPERVISOR



REVIEWED:


Deputy Town Attorney

S:\Attorney\DONNA\Animal Shelter\AGREEMENTS\TNRService.doc

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

On this ____ day of _____ 2017, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, New York; that he is the _____ of the TOWN OF OYSTER BAY, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the TOWN Board of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

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

On the 22nd day of December, 2017

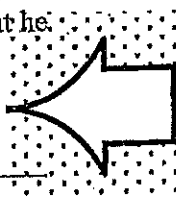
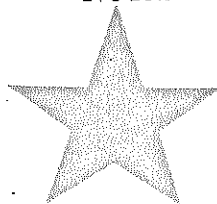
, before me personally came and appeared LAURANCE BLAUVELT, DVM to me known, who being by me duly sworn, did depose and say that he resides at 59 Barnish DD, New York; who executed the foregoing instrument and who acknowledged to me that he executed the same.

Henit

MATTHEW J. FLAHERTY
Certified Notary State of New York
County: Nassau
Reg. #01FL6202072
Exp: 3/09/2021

[Signature]

NOTARY PUBLIC



WHEREAS, by Resolution No. 708-2016, adopted on December 13, 2016, the Town Board authorized the retention of the law firm of Milber, Makris, Plousadis & Seiden, LLP, 1000 Woodbury Road, Suite 402, Woodbury, New York 11797, to provide legal services in connection with the action *Romano, et al. v. Town of Oyster Bay, et al.* (EDNY); and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated April 5, 2018, have requested that Resolution No. 708-2016 be amended, to provide an additional \$10,153.15, to satisfy outstanding invoices for January and February, 2018,

NOW, THEREFORE, BE IT RESOLVED, That Town Board Resolution No. 708-2016 be amended to increase the authorized fees of Milber, Makris, Plousadis & Seiden, LLP, in an amount of \$10,153.15, including expenses and disbursements; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
Milber, Makris, Plousadis & Seiden, LLP

23

274

Town of Oyster Bay

Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: April 5, 2018

SUBJECT: Milber, Makris, Plousadis & Seiden, LLP
Outside Counsel -- *Romano, et al. v. Town of Oyster Bay, et al.*

The Town Board has previously adopted Resolution No. 708-2016, retaining the law firm of Milber, Makris, Plousadis & Seiden, LLP, 1000 Woodbury Road, Suite 402, Woodbury, New York 11797, to provide legal services in connection with the action *Romano, et al. v. Town of Oyster Bay, et al.* (EDNY).

This Office requests that the Town Board amend Resolution 708-2016 to authorize additional funds in order to satisfy invoices in the amount of \$10,153.15, covering January and February, 2018. Funds are available in Account No. OTA A 1420 44110 000 0000.

JOSEPH NOCELLA
TOWN ATTORNEY

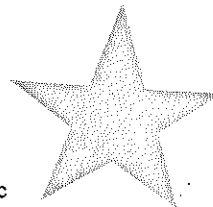


Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment

cc: Town Attorney (with 7 copies)

S:\Attorney\RESOS 2018\MD & Reso\Milber Makris Romano Jan+Feb 2018 Fees.doc



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated September 11, 2017, authorized the Highway Department to clean up the premises located at 26 Eleanor Lane, Plainview, New York 11803, also known as Section 47, Block 57, Lots 16A and 16B on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 23, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 18, 2017, in the total amount of \$2,915.74, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 23, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,915.74 may be assessed by the Legislature of the County of Nassau against the parcel known as 26 Eleanor Lane, Plainview, New York 11803, also known as Section 47, Block 57, Lots 16A and 16B on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

Reviewed By
Office of Town Attorney

15

Ralph P. Healey

24

275

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 23, 2018

SUBJECT: Property Cleanup Assessment
26 Eleanor Lane, Plainview, New York 11803
Section 47, Block 57, Lots 16A and 16B

The Department of Planning and Development, by memorandum dated September 11, 2017, directed the Highway Department to clean the premises located at 26 Eleanor Lane, Plainview, New York 11803, also known as Section 47, Block 57, Lots 16A and 16B on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated September 25, 2017, advised that the property was cleaned by a crew from the Highway Department on September 18, 2017. The cost incurred by the Town of Oyster Bay was \$2,915.74.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY

Ralph P. Healey

Ralph P. Healey
Special Counsel



RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

TOWN OF OYSTER BAY**Inter-Departmental Memo
September 11, 2017**

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 26 Eleanor Lane Plainview, NY 11803
SBL: 47-57-16A, 16B

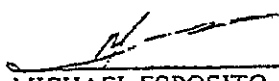
Notice of Violation (No.17683) was issued to the owner of the above-referenced premises 08/30/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54: I am directing that:

- The grass and vegetation be cut.
- The bushes be trimmed.
- The litter and debris.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/jjs

cc: Joseph Nocella, Town Attorney



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

THIS INDENTURE, made the 13TH day of SEPTEMBER, 1999

BETWEEN

MICHAEL WEINTRAUB RESIDING AT:

DORIS BARON RESIDING AT:

DAVID WEINTRAUB RESIDING AT: 26 ELEANOR LANE PLAINVIEW NY

party of the first part, and

DAVID WEINTRAUB RESIDING AT:

26 ELEANOR LANE, PLAINVIEW NY 11803

party of the second part,

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

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

SEE SCHEDULE 'A' ATTACHED

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

Michael Weintraub
MICHAEL WEINTRAUB

Doris Baron
DORIS BARON

David Weintraub
DAVID WEINTRAUB

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

September 25, 2017

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

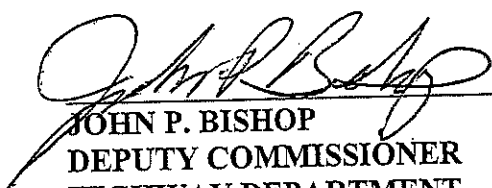
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 26 ELEANOR LANE, PLAINVIEW
CLEAN-UP

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

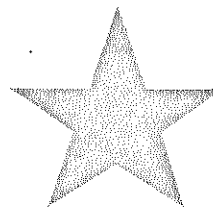
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,915.74.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.


JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



SEP 27 2017 10:23 AM

SEP 27 2017 10:23 AM

CLEAN - UP 26 ELEANOR LANE , PLAINVIEW TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (47-57-16A) 26 ELEANOR LN PLAINVIEW 11803

Date Sep 18, 2017

Work Order # 40262

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	04:00	\$32.87	00:00	0	\$131.48
OSCAR GUEVARA	General Maintenance	04:00	\$23.27	00:00	0	\$93.08
VINCENT PADAVANO	General Maintenance	04:00	\$47.36	00:00	0	\$189.44
SEAN MCLAUGHLIN	General Maintenance	04:00	\$23.78	00:00	0	\$95.12
Total Labor						\$509.12

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK357	SANI PACKER 2006 INTL 7400 YW (PP937 / PP-937)	\$105.00	04:00	\$420.00
TD648	PICK-UP TRUCK 2009 FORD F-250 YW (T-010 / 010)	\$79.00	04:00	\$316.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	04:00	\$420.00
TR204	TRAILER 2017 FELLI FT30 BL	\$105.00	04:00	\$420.00
Total Equipment				\$1576.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$83.98	0.96	\$80.62
Total Materials			\$830.62

Grand Total \$2915.74

Description of Work:

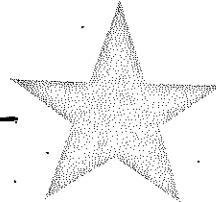
CLEAN UP 26 ELEANOR LANE PV

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Sep 19, 2017



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated September 22, 2017, authorized the Highway Department to clean up the premises located at 163 Massachusetts Avenue, Massapequa, New York 11758, also known as Section 52, Block 228, Lots 3040 and 3042 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 23, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 29, 2017, in the total amount of \$1,313.99, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 23, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,313.99 may be assessed by the Legislature of the County of Nassau against the parcel known as 163 Massachusetts Avenue, Massapequa, New York 11758, also known as Section 52, Block 228, Lots 3040 and 3042 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

Reviewed By
Office of Town Attorney
Ralph P. Healey

23

216

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 23, 2018

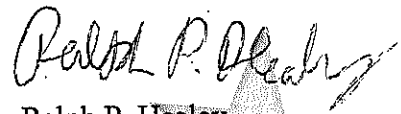
SUBJECT: Property Cleanup Assessment
163 Massachusetts Avenue, Massapequa, New York 11758
Section 52, Block 228, Lots 3040 to 3042

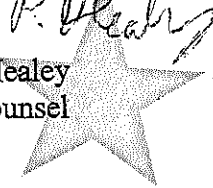
The Department of Planning and Development, by memorandum dated September 22, 2017, directed the Highway Department to clean the premises located at 163 Massachusetts Avenue, Massapequa, New York 11758, also known as Section 52, Block 228, Lots 3040 to 3042 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated October 5, 2017, advised that the property was cleaned by a crew from the Highway Department on September 29, 2017. The cost incurred by the Town of Oyster Bay was \$1,313.99.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

S:\AML\Cleanup MD&Reso\CleanupMD&Reso\MD 163 Massachusetts Ave 3.23.18.doc

2017-6300
Need Jtr

TOWN OF OYSTER BAY

Inter-Departmental Memo
September 22, 2017

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 163 Massachusetts Avenue Massapequa, NY 11758
SBL: 52-228-3040 - 3042

Notice of Violation (No.17499) was issued to the owner of the above-referenced premises 09/14/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54: I am directing that:

- The bushes and weeds blocking the driveway be cut.
- The litter and debris mixed within the bushes be removed.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Joseph Nocella, Town Attorney

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\$ 318.

33-12366

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

THIS INDENTURE, made the 20 day of April 2006

BETWEEN

ELIZABETH O'HARA, as heir at law and distributee of Lillian Mack, residing at 4277 N. Brynner Pass Terrace, Beverly Hills, Florida 34465

party of the first part, and

^{Ann}
ELEANOR MACK, as heir at law and distributee of Lillian Mack, residing at 163 Massachusetts Avenue, Massapequa, New York 11758

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

SEE SCHEDULE 'A' attached hereto.

Elizabeth O'Hara and Eleanor Mack are the sole surviving heirs at law and distributees of the Estate of Lillian Mack.

Said premises being known as and by 163 Massachusetts Avenue, Massapequa, New York 11758.

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

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

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

IN PRESENCE OF:

Anna L. Dwyer

Elizabeth O'Hara
ELIZABETH O'HARA

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3040-
3042

DBS

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

October 5, 2017

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 163 MASSACHUSETTS AVENUE, MASSAPEQUA
CLEAN-UP

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

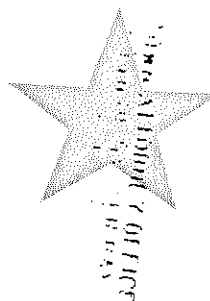
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,313.99.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.


JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



2017 NOV 13 AM 11:23

CLEAN - UP 163 MASSACHUSETTS AVENUE, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-228-3040) 163 MASSACHUSETTS AVE MASSAPEQUA 11758

Date Sep 29, 2017

Work Order # 40726

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:00	\$28.94	00:00	0	\$28.94
ROBERT FLEISCHER	General Maintenance	01:00	\$26.49	00:00	0	\$26.49
DERRICK SCOTT	General Maintenance	01:00	\$39.49	00:00	0	\$39.49
ANTHONY VOLLONO	General Maintenance	01:00	\$50.61	00:00	0	\$50.61
NICOLAS CAMMARANO	General Maintenance	01:00	\$24.46	00:00	0	\$24.46
Total Labor						\$169.99

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD588	PICK-UP TRUCK 2006 FORD F-250 YW (27 / 013)	\$79.00	01:00	\$79.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:00	\$105.00
TR151	TRAILER 2007 COUN 510TS BLACK	\$105.00	01:00	\$105.00
Total Equipment				\$394.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

Grand Total \$1313.99

Description of Work:

CLEAN UP 163 MASSACHUSETTS AVENUE MS

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Oct 4, 2017

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated October 13, 2017, authorized the Highway Department to clean up the premises located at 165 Willfred Boulevard, Hicksville, New York 11801, also known as Section 12, Block 147, Lot 45 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 23, 2018, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 17, 2017, in the total amount of \$1,591.50, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 23, 2018, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,591.50 may be assessed by the Legislature of the County of Nassau against the parcel known as 165 Willfred Boulevard, Hicksville, New York 11801, also known as Section 12, Block 147, Lot 45 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

Reviewed By
Office of Town Attorney
Ralph P. Healey

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Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 23, 2018

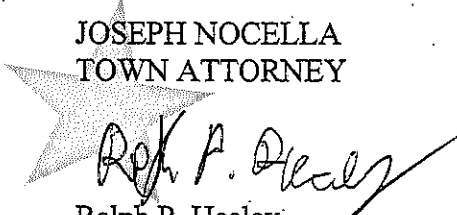
SUBJECT: Property Cleanup Assessment
165 Willfred Boulevard, Hicksville, New York 11801
Section 12, Block 147, Lot 45

The Department of Planning and Development, by memorandum dated October 13, 2017, directed the Highway Department to clean the premises located at 165 Willfred Boulevard, Hicksville, New York 11801, also known as Section 12, Block 147, Lot 45 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated October 20, 2017, advised that the property was cleaned by a crew from the Highway Department on October 17, 2017. The cost incurred by the Town of Oyster Bay was \$1,591.50.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

2017-6329
Nuc Ltr

TOWN OF OYSTER BAY

Inter-Departmental Memo
October 13, 2017

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 165 Wilfred Boulevard Hicksville, NY 11801
SBL: 12-147-45

Notice of Violation (No.17883) was issued to the owner of the above-referenced premises 10/05/2017 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54: I am directing that:

- The grass and vegetation be cut.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:



MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney

165 Wilfred Blvd

NO CLERK

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

THIS INDENTURE, made the 5th day of December 2013

BETWEEN

Carol Ann Lund aka Carol Ann Ryan, residing at 165 Wilfred Blvd, Hicksville, New York 11801, as sole surviving distributee and heir-at-law of Jacob Hirsch, who was predeceased by his wife, Mildred Hirsch, and died a resident of Nassau County, State of New York, on the 12th day of May 2002 as to a two-thirds interest

party of the first part, and

Carol Ann Ryan, residing at 165 Wilfred Blvd, Hicksville, New York 11801, as to a two-thirds interest

party of the second part.

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

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

See Attached Description

Said premises known as 165 Wilfred Blvd, Hicksville, NY

Being and intended to be the same premises as conveyed to the party of the decedent by deed, dated 01/21/1986, recorded 02/18/1986 in Liber 2704 in page 371 in the Office of the City Register of New York, Nassau County. *Clerks office*

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

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

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

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

*Carol Ann Lund
AKA Carol Ann Ryan*

Carol Ann Lund aka Carol Ann Ryan, as Heir-at-Law

DBS

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

PLANNING AND DEVELOPMENT

2017 OCT 23 A 9:59

October 20, 2017
TOWN OF OYSTER BAY

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


FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 165 WILLFRED BLVD, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,591.50.

If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.


JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN - UP 165 WILLFRED BLVD, HICKSVILLE TO P & D

2017 DEC 12 A 11:46
COMMUNICATIONS OFFICE
TOWN OF OYSTER BAY



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-147-45) 165 WILLFRED BLVD HICKSVILLE 11801

Date Oct 17, 2017

Work Order # 41291

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SALVATORE DILEO, JR.	General Maintenance	02:00	\$35.90	00:00	0	\$71.80
JASON WAHL	General Maintenance	02:00	\$30.49	00:00	0	\$60.98
DONALD BRUWER	General Maintenance	02:00	\$24.36	00:00	0	\$48.72
JOSEPH J MUCARIA	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
Total Labor						\$211.50

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU443	PICK UP 2012 FORD F-250 YW (25 / 025)	\$79.00	02:00	\$158.00
TD693	TRUCK DUMP 2010 FORD F-350 YW (T-255) - Power Wagons	\$105.00	02:00	\$210.00
TD714	TRUCK DUMP 2012 INTER 7300 YW (T-251)- 6 Wheeler	\$131.00	02:00	\$262.00
Total Equipment				\$630.00

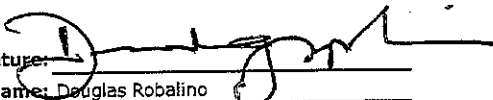
Materials

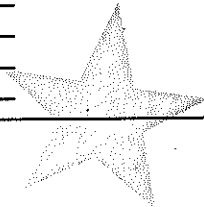
Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

Grand Total \$1591.50

Description of Work:

CLEAN UP 165 WILFRED BLVD HV

Signature: 
Name: Douglas Robalino
Title: Director of Highway Operations
Date: Oct 19, 2017



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated April 6, 2018, advised the Town Board that Nelson & Pope Engineers & Surveyors had completed the engineering and design services it was authorized to perform pursuant to Resolution No. 184-2010, adopted February 23, 2010, in connection with Contract No. DPW09-003, Syosset Streetscape and Walkability Improvements; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and that the Division of Purchasing, Department of General Services is hereby authorized and directed to contact the Division of Engineering and set a date for receiving bids for Contract No. DPW09-003.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway
Intergovernmental Affairs
Gen. Serv.

Reviewed By
Office of Town Attorney
[Signature]

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 6, 2018

TO : MEMORANDUM DOCKET

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

SUBJECT : ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &
CONSTRUCTION PHASES
SYOSSET STREETSCAPE AND WALKABILITY IMPROVEMENTS
CONTRACT NO. DPW09-003

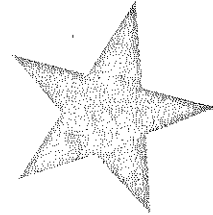
Town Board Resolution No. 184-2010 authorized Nelson & Pope Engineers & Surveyors to perform engineering services relative to the above-mentioned contract.

The design has been completed, all necessary regulatory approvals have been received, and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 120 days.

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


RICHARD W. LENZ, P.E.

COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY




RWL/JCT/MR/lk

Attachment

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commissioner/Highway
Colin Bell, Deputy Commissioner/IGA
Hans Stronstad, Division of Engineering

DPW09-003 DOCKET PERMISSION TO BID

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 16, 2018, advised that the Town Board, by Resolution No. 171-2011, adopted on March 13, 2018, accepted the "Investigation of Project and its Regional Setting in Relation to the Use of a Project Labor Agreement" for repairs to the Hicksville Parking Facility; and

WHEREAS, a Project Labor Agreement ("PLA") has been negotiated by Cashin Associates, P.C. on behalf of the Town with the Building and Construction Trades Council of Nassau and Suffolk Counties, which PLA includes, among other things, negotiated costs savings and construction schedule assurances; and

WHEREAS, Commissioner Lenz has recommended and requested that the Town Board authorize Cashin Associates, P.C. as PLA project manager to execute the PLA for repairs to the Hicksville Parking Facility,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is accepted and approved, and Cashin Associates, P.C. is hereby authorized as the PLA project manager to execute the PLA for repairs to the Hicksville Parking Facility.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

279
Reviewed By
Office of Town Attorney
M. J. [Signature]

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

APRIL 16, 2018

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 28
DOCKET OF APRIL 10, 2018
PROJECT LABOR AGREEMENT FOR
REPAIRS TO THE HICKSVILLE PARKING FACILITY
CONTRACT NO. H17-170

In furtherance to Item No. 28 of the docket of April 10, 2018, Town Board Resolution 171-2018 accepted the "Investigation of Project and its Regional Setting in Relation to the Use of a Project Labor Agreement" for Repairs to the Hicksville Parking Facility, prepared by Cashin Associates, and authorized the Department of Public Works and Cashin Associates, P.C. to begin negotiations with the local construction trades for the execution of a Project Labor Agreement.

Attached is a letter from Cashin Associates, P.C., dated April 12, 2018 which confirms that a Project Labor Agreement has been negotiated with the Building and Construction Trades Council of Nassau and Suffolk Counties. The Project Labor Agreement is attached, and as indicated by Cashin Associates, P.C., the negotiated terms include the cost savings and construction schedule assurances that were of highest importance to the Town.

Therefore, it is recommended and requested that the Town Board authorize, by Resolution, Cashin Associates, P.C., as Project Labor Agreement Project Manager, to execute the Project Labor Agreement for Repairs to the Hicksville Parking Facility.


RICHARD W. LENZ, P.E.
COMMISSIONER

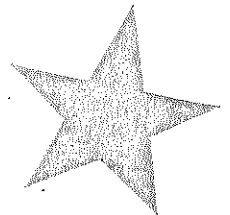
DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/lk

Attachments

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

H17-170 DOCKET PLA ACCEPT SUPP





April 12, 2018

Matt Russo, P.E.
Department of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, New York 11791-5699

Re: TOBAY Hicksville Parking Facility Repair Project PLA

Dear Mr. Russo:

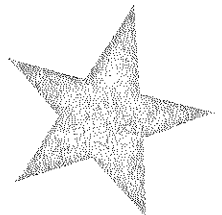
Cashin Associates, P.C. (CA) was authorized by the Town of Oyster Bay's Department of Public Works (DPW) to prepare a Project Labor Agreement (PLA) Feasibility Study for the subject Repair Project. It found that a PLA is appropriate for the Project. CA was subsequently authorized to prepare a PLA based on the construction cost reducing measures and construction schedule assurances contained in the Study and negotiate a PLA with the Building and Construction Trades Council of Nassau and Suffolk Counties, New York (BCTC) and its member Craft Locals that substantially includes those cost reducing measures and schedule assurances. BCTC has made modifications to the PLA Supremacy Clause which are not considered material to the terms of the PLA that benefit the Town. Accordingly, CA recommends that the Town authorize CA to execute the PLA containing no other modification in its behalf once BCTC and its member Craft Locals all sign the PLA.

Should you have any questions or require additional information, please contact me.

Very truly yours,
CASHIN ASSOCIATES, P.C.

Aldo Marletti, P.E.
Executive Vice President

cc: Richard Lenz, P.E., DPW
John Carusso, DPW



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated February 23, 2018 and March 8, 2018, has advised that following the adoption of Town Board Resolution No. 33-2018, Cashin Associates, P.C. performed engineering services relative to the preparation of a Project Labor Agreement ("PLA") for repairs to the Hicksville Parking Facility; and

WHEREAS, Cashin Associates, P.C. prepared and submitted an "Investigation of Project and its Regional Setting in Relation to the Use of a Project Labor Agreement," which investigation determined that the Town would enjoy a number of benefits under a PLA including, without limitation, minimization of jurisdictional disputes between trades, mandated participation of apprentices at favorable ratios, a highly skilled and educated workforce, and an estimated cost savings of approximately \$2,891,850.00; and

WHEREAS, in recognition of the complexity of the work and the need to deliver the project in an expedited fashion, Commissioner Lenz recommends that the Town Board accept the Cashin study and investigation and authorize the use of a PLA for the repairs to the Hicksville Parking Facility,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board hereby accepts the Cashin Associates, P.C. "Investigation of Project and its Regional Setting in Relation to the Use of a Project Labor Agreement" relative to repairs to the Hicksville Parking Facility, and hereby authorizes the Department of Public Works and Cashin Associates, P.C. to begin negotiations with local construction trades to formalize a PLA for repairs to be made at the Hicksville Parking Facility.

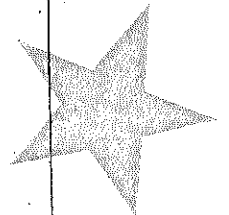
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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

Reviewed By
Office of Town Attorney
M. Lenz



PROJECT LABOR AGREEMENT

evaluated and negotiated by

CASHIN ASSOCIATES, P.C.

on behalf of

THE TOWN OF OYSTER BAY, NEW YORK

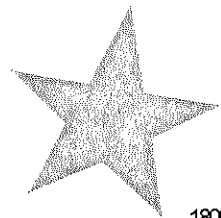
and the

**BUILDING AND CONSTRUCTION TRADES COUNCIL
OF NASSAU AND SUFFOLK COUNTIES**

For

REPAIRS TO THE HICKSVILLE PARKING FACILITY

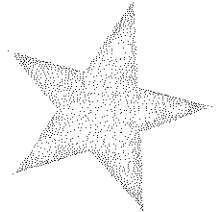
MARCH 2018



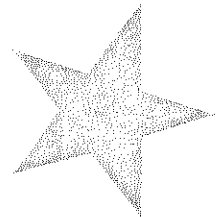
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EXHIBIT A - PROCEDURAL RULES AND REGULATIONS FOR THE PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY	



This is a Project Labor Agreement (PLA), in the care of the Town of Oyster Bay ("the Owner").

I. RECITALS

WHEREAS, the Owner has determined to renovate and repair the Hicksville Parking Facility (the "Project"); and

WHEREAS, the Owner has determined that it is in the best interest of the Town of Oyster Bay to proceed with the Project as otherwise required pursuant to Section 101 of the NYS General Municipal Law and Section 135 of the NYS Finance Law; and

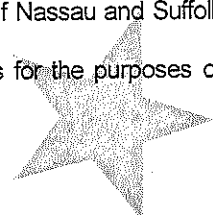
WHEREAS, Section 101 and Section 135 allow under certain circumstances that a municipal building construction and renovation project when exceeding \$1.5 million cost in the Town of Oyster Bay may be performed by a single prime contractor when a PLA is incorporated into the construction contract; and

WHEREAS, the Owner has engaged Cashin Associates, P.C. (CA) to undertake an analysis of whether the use of a Project Labor Agreement ("PLA") will serve the Owner's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest; and

WHEREAS, CA has performed such an analysis, and has advised the Owner that the Owner's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest, are best met by requiring a PLA; and

WHEREAS, the Owner has carefully reviewed and considered the advice of CA, and has determined that the Owner's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest, are best met by requiring a PLA; and

WHEREAS, CA has determined that the Building and Construction Trades Council of Nassau and Suffolk Counties (the "Council") is the appropriate representative of labor in Nassau/Suffolk Counties for the purposes of facilitating the negotiation of the terms of a PLA for the Project; and



WHEREAS, CA has reached agreement with the Council and its affiliated unions on the terms of the PLA set forth below; and

WHEREAS, the Owner has reviewed and approved the PLA set forth below and has directed that it be included in the Contract Documents for the Project, with the requirement that the successful bidder, and all levels of subcontractors, together with their respective sureties (if any), shall agree to and be bound by the PLA with respect to performance of the Project work and that any failure to comply with the PLA shall be considered a material breach of the Contract Documents, justifying the Owner, among other remedies, to immediately terminate the contractor and make demand upon its surety, in conformance with the terms and conditions of the Contract Documents;

NOW, THEREFORE, based upon the recitals set forth above, it is hereby agreed as follows:

II. AGREEMENT

ARTICLE 1. PARTIES TO THE AGREEMENT

This Agreement is by and among 1.) CA, the PLA Project Manager, retained by and acting on behalf of the Owner and in its capacity as PLA Project Manager and as an employer in the construction industry with control and authority over labor relations for the project, as governed by this PLA; 2.) the Council, acting for itself and for its participating constituent local unions; 3.) the Signatory Unions, acting for themselves and their members; and 4.) all contractors and their subcontractors of every tier, performing work covered by this Agreement.

ARTICLE II. GENERAL CONDITIONS

SECTION 1. DEFINITIONS

The Owner in this Agreement is the Town of Oyster Bay. The PLA Project Manager is Cashin Associates, P.C. (CA). A local union signing this Agreement is referred to in this Agreement as a "Signatory Union." Similarly, a contractor signing this Agreement, including all of its subcontractors of every tier, engaged in Project construction work, as defined in Article III of this Agreement, is referred to in this Agreement as the "Contractor(s)." Work covered by this Agreement is defined in Article III and is referred to in this Agreement as "Covered Work."

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

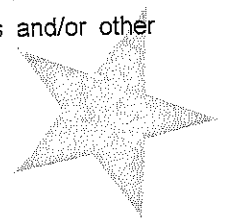
This Agreement shall not become effective unless each of the following conditions are met: (i) the Agreement is signed by the Council, having received authorization from its parent organization, the AFL-CIO Building Trades Department; (ii) the Agreement is signed by CA, the PLA Project Manager; (iii) the Agreement is signed by each involved Local Union representing craft employees needed for the Project and (iv) the Agreement is approved, in writing, by the Owner. Each signatory to this Agreement represents that it possesses the legal capacity to enter into this Agreement and to perform fully the obligations imposed upon it by this Agreement.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall bind CA, Owner, the Council, all Signatory Unions and the Contractor(s) and all its subcontractors performing construction work at the Project and their Sureties, including any site preparation work, which comprises Covered Work as defined in Article III. Further, the Contractors shall require, in all subcontracts pertaining to Covered Work, that the subcontractor of all tiers also become a signatory to, and be bound by, this Agreement by signing a "Letter of Assent" in the form annexed hereto as Exhibit "A". This Agreement shall be administered by CA, for the benefit of the Owner. This Agreement shall also be binding upon any contractor subsequently engaged by any surety pursuant to the terms of any applicable performance bond to complete any portion of the Covered Work as a result of the default, termination or other failure or inability of the original contractor to complete the Covered Work.

SECTION 4. SUPREMACY CLAUSE

This Agreement is part of the Contract Documents for the Project defined in Section 1 (Definitions) of the Agreement, General Conditions. This Agreement, all other parts of the Contract Documents, and the local collective bargaining agreements referenced in Appendix A to this Agreement (collectively, the Appendix A Agreements), express the complete understanding of all signatories with respect to this Project. In the event of any conflict between provisions of this Agreement and applicable Appendix A Agreements and/or other provisions of the Contract Documents, the provisions of this Agreement shall prevail.



SECTION 5. LIABILITY

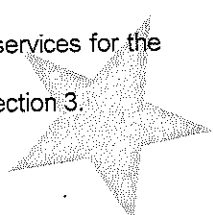
CA and the Owner shall not be liable for any violations of this Agreement by a Contractor or a Signatory Union. The Council shall not be liable for any violations of this Agreement by any Signatory Union. Signatory Unions or Contractors shall only be liable for their own violations of this Agreement and shall not be vicariously liable for the violations of others.

SECTION 6. BID SPECIFICATIONS

The Contract Documents shall require that all contractors, and their subcontractors of all tiers, performing Covered Work for the Project, shall be bound by this Agreement and shall require the execution of the Letter of Assent, as a condition precedent to award of the contract or the Owner's approval of the contractor/subcontractor in question. Nothing in this Agreement shall be construed as limiting the Owner's otherwise lawful exercise of its right in determining which Contractors shall be awarded contracts for the Project. Similarly, nothing in this Agreement shall be construed as limiting the Owner's otherwise lawful exercise of its right, at any time, to terminate, delay or suspend the work, in whole or part, on the Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

This Agreement will be provided to all bidders and will fully apply to all successful bidders / Contractors on the Project and their subcontractors of every tier. This Agreement shall not apply to (i) the work of any Contractor performed at any location other than the Project site, as defined in Article III, Section 1, (ii) to any work performed by employees of the Owner at the Project site, (iii) the work of contractors retained by the Owner under existing or future requirements contracts but only to the extent that any work order issued pursuant to such contracts does not include the performance of any Covered work, (iv) emergency type contracts issued by the Owner pursuant to the authority of Section 103(4) of the General Municipal Law, not specifically, or exclusively, related to the Project, or (v) the work of other employees performing work and/or services for the Owner, other than Covered Work. Other employees may be excluded as set forth in Article III, Section 3.



ARTICLE III. SCOPE OF THE AGREEMENT

Covered Work under this Agreement shall be as defined and limited as follows:

DESCRIPTION OF PROJECT - The proposed Project is for the renovations and repairs to the Town of Oyster Bay Hicksville Parking Facility located in Hicksville, NY. The 500,000 sf Facility is located at 55 Duffy Avenue adjacent to the LIRR railroad station and provides 1,440 parking spaces on four (4) levels for Town resident commuters. The Facility went into operation in the spring of 2011 and was constructed of cast in place ramps and precast cast concrete slabs. The lower two (2) levels are below grade and the foundation walls are constructed of sheet steel piling and tiebacks. The above grade walls are of concrete. The Facility incorporates lighting, carbon monoxide detection and alarm systems, fire sprinklers and fire protection systems, security systems, plumbing and mechanical ventilation.

It has been determined that the Facility has developed structural and related defects that must be repaired. The repair work includes demolition and replacement of precast concrete slabs, temporary supports and bracing, repair of corroded sections of sheet piling and replacement of electrical, mechanical, security and gas detection systems embedded in slabs to be demolished and replaced. Replacement slabs will be of cast in place concrete.

SECTION 1. THE COVERED WORK

This Agreement shall apply, during its effective period, only to the (i) on-site construction work at the Project and (ii) off-site work on components or elements of the Project (including delivery of those products) dedicated and fabricated specifically for the Project, but only to the extent presently provided for by prevailing practices under the applicable Appendix A Agreements, required to complete the physical work shown on the Project Plans and Specifications for the Project. I

SECTION 2. TIME LIMITATIONS

Subject to other provisions of this Agreement, which may provide for the earlier termination of this Agreement with respect to specific Contractors, this Agreement shall terminate upon the completion and

acceptance by the Owner of the Covered Work in its entirety, unless the Owner elects, in a writing signed by CA, to terminate or delete from the plans all or part of the Covered Work before completion, provided, however, that in the event of any such partial or complete termination of the Covered Work, the resumption of any such Covered Work as part of this Project shall only be permitted under the terms of this Agreement. This Agreement shall terminate immediately upon issuance, by CA, of a written statement confirming the cessation of Covered Work.

SECTION 3. EXCLUDED EMPLOYEES

Notwithstanding any other provision of this Agreement, including the provisions of any Appendix A Agreement, the following persons and items are specifically excluded from coverage by this Agreement:

- (i) employees of the Owner and their consultants, including CA and the Owner's architects/engineers for the Project, superintendents, supervisors (excluding craft and general forepersons and field craft surveyors specifically covered by an Appendix A Agreement), staff engineers, inspectors and testers, quality assurance personnel; mail carriers, clerks, office workers, messengers, security personnel, non-manual employees, emergency medical and first aid technicians, and other professional, engineering, administrative and management personnel, and all annual/on-call contracts administered by the Owner;
- (ii) Independent engineers or technicians retained for equipment and machinery owned or operated by the Owner at the Project which is not being used to perform Covered Work;
- (iii) Independent engineers or technicians retained for laboratory or specialty testing or inspections not ordinarily done by a Signatory Union;
- (iv) non-construction technical support services contracted by the Owner or PLA Project Manager for the Project, not related to the construction or wiring of such technical components;
- (v) employees engaged in on-site equipment or material warranty work unless a current employee of a contractor is on site and certified by the relevant manufacturer to make warranty repairs on the equipment and the relevant manufacturer certified in writing that use of said employee will not adversely impact the warranty for said equipment or material; and

(vi) employees and entities engaged in off-site manufacture, modification, repair, maintenance, alteration or deliveries to and from the job site of building equipment, materials or components except to the extent such employees or entities are performing off site work recognized as part of the Covered Work under Section 1 of this Article.

This Agreement shall not apply to the parents, affiliates, subsidiaries, joint enterprises or other joint or sole ventures of any Contractor or subcontractor which do not perform work at the Project, provided such other entities are not used as a device or intermediary by such Contractor or subcontractor to avoid its obligations under this Agreement. This Agreement shall not be construed to create any joint employment status between or among the Owner, PLA Project Manager and any Contractor. This Agreement shall also not be construed to prohibit or restrict the Owner, or its employees, or an integral part of the Owner, from performing on or off-site work not forming a part of the Covered Work.

SECTION 4. LIMITATIONS

This Agreement, and the approval of this Agreement by the Owner, shall not have any force or application, including as a collective bargaining relationship or otherwise, to any other projects or work performed by any of the signatories for work not covered by this PLA. This Agreement also shall not be construed to establish or acknowledge a collective bargaining relationship between any Contractor and the Council or a Signatory Union with respect to any project or any work other than the Covered Work, which does not otherwise exist.

This Agreement shall have no further force or effect on items or areas of Covered Work after the Contractor responsible for performing such items or areas is declared by the Owner to have achieved final completion of its scope of work under its contract, except to the extent that the Contractor is directed by the Owner to engage in check-out and/or warranty functions related to such items or areas pursuant to its contract with the Owner.

ARTICLE IV. UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Council and the Signatory Unions are recognized by CA, the Contractor(s) and its subcontractors on the Project as the sole and exclusive bargaining representatives of all craft employees with respect to Covered Work for the Project.

SECTION 2. UNION REFERRAL

(i) All Contractors shall employ, hire and utilize for the duration of the Project, qualified craft employees possessing any required certifications that are indicated who are referred through the job referral systems, hiring halls or related-job placement practices established by the applicable Appendix A Agreement. Notwithstanding this requirement, every Contractor shall have the sole right to determine (a) the means and methods of performing the Covered Work; (b) the number of employees required; (c) the competency of all referred employees; (d) which employees are to be laid-off, subject to the requirements of this Agreement; and (e) whether to reject any referred employees for cause, which shall include, but not be limited to, reasons related to competency, qualifications and productivity, subject to the applicable Appendix A Agreement and the nondiscrimination provisions of this Agreement.

(ii) If a Signatory Union is unable to fill any request for qualified employees within two (2) working days after the request is made by the Contractor, the Contractor may employ qualified applicants from any other available source. If a Signatory Union does not have a job referral system, the Contractor shall give the Signatory Union preference to refer applicants, subject to the non-discrimination and other provisions of this Article. The Contractor shall notify the appropriate Signatory Union of craft employees hired within its jurisdiction from any source other than referral by that Signatory Union.

(iii) The Signatory Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor. The signatories to this Agreement support the development of increased numbers of skilled construction workers to meet the need of the Project and of the industry generally. Toward that end, the Signatory Unions agree that any recognized job referral system shall give priority to qualified residents from Suffolk and Nassau Counties and their immediate vicinity, to the extent consistent with applicable law and rule or regulation of the Union's respective referral systems. The Signatory Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor under this Agreement.

SECTION 3. NON-DISCRIMINATION

The Signatory Unions represent that their hiring halls, referral systems and related job placement practices will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities.

Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. Referrals shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system, hiring hall or related job-placement practice, because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

If a Signatory Union either fails, or is unable, to refer qualified minority or female applicants within 48 hours of a Contractor's request in percentages equaling Project affirmative action goals set in the Contract Documents, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Appendix A Agreement, as amended from time to time, but only for the period of time during which they are performing Covered Work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the Signatory Union which represents the craft in which the employee is performing Covered Work. No employee shall be discriminated against at the Project because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Signatory Union as an agency shop fee. In this case of unaffiliated employees who determine not to remain a participant in the Employee Benefit Trust Funds receiving payments for supplemental benefits on their behalf pursuant to the prevailing wage law, such unaffiliated employees may apply for distribution of accrued benefits including vacation, sick, 401K, holiday and annuity consistent with their rights and obligations under the Trust documents for the particular Employee Benefit trust and E.R.I.S.A.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and general forepersons, and the number of forepersons required, shall be at the discretion of the Contractors; except where such selection is otherwise provided by specific provisions of an applicable Appendix A Agreement. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons, and may include other Appendix A Agreement duties when the craft persons being led exceeds a specified number.

ARTICLE V. UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Signatory Union representing employees performing Covered Work shall be entitled to designate one (1) representative, and one (1) alternate, who shall be afforded access to the Project. Such designation shall be in writing which shall be provided to the PLA Project Manager and the Contractor involved.

SECTION 2. STEWARDS

(i) Each Signatory Union shall have the right to designate a working journeyman as a Steward, lead engineer or other designee as the case may be, and an alternate (collectively, Stewards), in accordance with the practices as set forth in the applicable Appendix A Agreement.

Each Signatory Union also shall notify the involved Contractor and the PLA Project Manager of the identity of the Stewards and alternate prior to their assumption of such duties. Stewards and any alternate while performing as a Steward shall not exercise any supervisory functions and shall receive the regular rate of pay for their craft classifications.

(ii) In addition to their obligation to perform the ordinary work of their craft or trade, Stewards shall know and understand the conditions and requirements of the PLA Agreement and shall be available to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be entitled to act only with respect to his trade employees and not with respect to the employees

of other trades. Contractors shall not discriminate against Stewards by reason of their proper performance of their duties under this Article.

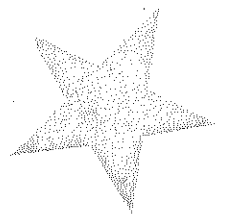
(iii) Stewards shall have no right to determine when, and by whom, overtime shall be worked, except that Stewards may oversee the equitable distribution of overtime opportunities to all employees.

(iv) If a Steward is protected against layoff or discharge by any provisions in an Appendix A Agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case where a Steward is discharged or disciplined for just cause, the Signatory Union shall be notified immediately by the Contractor.

ARTICLE VI. MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except to the extent expressly limited by a specific provision of this Agreement, Appendix A Agreement (as modified by this Agreement) and subject to anything otherwise expressly provided in the Contract Documents, that is not inconsistent or in conflict with this Agreement, Contractors shall retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determining the number of employees to be hired and their requisite qualifications; the promotion, transfer, and layoff of its employees; the discipline or discharge for cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and the requirement, timing, and number of employees to be utilized for overtime work. No rules, customs or practices which limit or restrict productivity or efficiency of individual workers, as determined by the Contractor(s) or CA, and/or joint working efforts with other employees, shall be permitted or observed.



SECTION 2. NO LIMITATION ON CONSTRUCTION METHODOLOGIES

To the extent consistent with this Agreement and provided there is compliance with the Contract Documents, including the Project Plans and Specifications, the Appendix A Agreements (as modified by this Agreement) and applicable law, there shall be no limitation or restriction upon the Contractors' choice of means or methods for performing their work, including, regardless of source or location, upon the use and installation of equipment, machinery, package units, precast, pre-fabricated, pre-finished, or pre-assembled materials, components of the work, tools, or other labor-saving devices, provided such means and methods are not inconsistent with industry practice and custom in Nassau and Suffolk Counties and, to the extent applicable, the provisions of the applicable Appendix A Agreement. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specified or unusual equipment or facilities as designated by the Contractor(s).

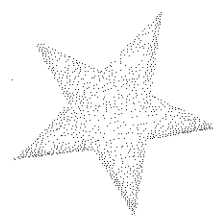
SECTION 3. TEMPORARY HEAT, LIGHT, POWER, WATER

Temporary services, i.e., all temporary heat, water, power and lights, shall only be required upon the specific request of the Owner and as required by the construction documents, and when so requested shall be assigned to the appropriate trade claiming jurisdiction. There shall be no stacking of trades on temporary services.

ARTICLE VII. WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES -- NO LOCK OUT

There shall be no strikes, work stoppages, hand billing, picketing, slowdowns or other disruptive activity at the Project for any reason by any Signatory Union or employee against any Contractor or employer while performing Covered Work at the Project. There shall be no other union, concerted or employee activity, which disrupts or interferes with operations at the Project. There shall be no lockout with respect to Covered Work by any Contractor. The Council, Contractors and Signatory Unions shall take all steps necessary to ensure compliance with this Article.



SECTION 2. DISCHARGE FOR VIOLATIONS

A Contractor may discharge any employee violating this Article for cause, however, such employee shall be eligible for subsequent referral under this Agreement.

SECTION 3. EXPEDITED ARBITRATION

Any Contractor or Signatory Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below.

(i) A party invoking this procedure shall give notice in writing to the Owner and the PLA Project Manager. The Owner, acting by its designee, shall serve as a member of an Arbitration Panel, together with a Council representative, and with a third-party neutral arbitrator to be selected by agreement of the Council and Owner. The Owner and Council representatives may, alternatively, designate a sole arbitrator from the American Arbitration Association to hear the case. In either event, the Owner, Council representative, or their respective designees, shall provide copies of such notification to the alleged violator, the Council and PLA Project Manager.

(ii) In all cases where it is contended that a violation of Section 1 of this Article is ongoing, the Arbitrator or Arbitration Panel, as the case may be, shall promptly schedule and hold a hearing within forty-eight (48) hours of receipt of the written notice of the alleged violation, exclusive of weekends and holidays, or as soon thereafter as is reasonably practical.

(iii) All notices pursuant to this Article shall be in writing and shall be served by hand or fax transmission, confirmed by overnight delivery, addressed to the Arbitrator or Arbitration Panel, Contractors and/or Signatory Unions involved. The hearing shall be completed in one (1) session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case and to conduct their cross-examination), unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator or Arbitration Panel.

(iv) The sole issue at the hearing shall be whether a violation of this Article has occurred. If a violation is found to have occurred, the Arbitrator or Arbitration Panel shall issue a Cease and Desist Award, restraining such violation (the Award), granting such other relief as deemed appropriate and serve copies of the Award on the Contractors and Signatory Unions involved and the PLA Project Manager. The Arbitrator or the Arbitration

Panel shall not have any authority to consider any matter in justification, explanation or mitigation of such violation, or to award any relief other than a cease and desist order, with all other remedies being reserved by the respective parties.

At any time before the issuance of the Award, the Arbitrator or the Arbitration Panel may attempt to mediate a settlement of the matter by informal discussions among the affected parties, without delaying, however, any of the time constraints established under this Article. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written supporting opinion. If any involved party desires such an opinion, one shall be issued within fifteen (15) calendar days after receipt of a written demand, but its issuance shall not delay compliance with, or enforcement of, the Award.

(M) An Award issued under this procedure shall be final and binding and may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Signatory Union or Contractor involved and the PLA Project Manager except as otherwise expressly modified or waived by the terms of this Agreement, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the statutes and laws governing the arbitration of disputes in the State of New York, including, without limitation, Article 75 of the New York Civil Practice Law and Rules and, where applicable, the Federal Arbitration Act.

The fees and expenses, if any, of each Arbitrator shall be equally divided between the Contractor and Signatory Union involved, regardless of outcome, provided further, however, that any compensation and reimbursement paid to employees of the Owner who serve as Arbitrators shall be paid solely by the Owner and any compensation and reimbursement paid to employees of the Council who serve as Arbitrators shall be paid solely by the Council.

SECTION 4. ARBITRATION OR DISCHARGES FOR VIOLATION

The grievance and arbitration procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the sole exception that an employee discharged for an alleged violation of Section 1 of this Article may invoke the procedures of Article IX to determine only if the employee did, in fact, violate the

provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE VIII. LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

A Project Labor Management Committee shall be established consisting of one (1) representative, and a designated alternate, from PLA Project Manager, the Council and the Owner. The Committee will meet on a regular basis to: promote harmonious relations among the Contractors and Signatory Unions; enhance safety awareness, cost effectiveness and productivity of construction operations; protect the public interest; discuss matters relating to staffing and scheduling with safety and productivity as considerations; review affirmative action and equal employment opportunity matters pertaining to the Project; monitor and ensure timely completion; assist in ensuring that a high degree of skill and quality of workmanship is attained at the Project; and to address, in advance, any potential work assignment issues.

SECTION 2. COMPOSITION

The Committee may be jointly chaired by the representatives of the PLA Project Manager, the Council and the Owner. The Signatory Unions and Contractors may be requested by the Committee to designate representatives to assist in discussing any issues being addressed at any meeting. The Committee may elect to establish subcommittees to assist in the performance of its duties.

ARTICLE IX. GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving, the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article VII, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure described below; provided, in all cases, that the question, dispute, or claim must have arisen during the term of this Agreement.



Step 1: (i) When an employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Signatory Union business representative or Steward, give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within ten (10) calendar days after the act, occurrence, or event giving rise to the grievance. The business representative of the Signatory Union or Steward and the work site representative of the Contractor involved shall meet and endeavor to adjust the matter within three (3) calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven calendar days thereafter, pursue Step 2 of the grievance procedure, by serving the Contractor and the PLA Project Manager with written copies of the grievance, setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential, except as to the specific Signatory Union, the employee and Contractor involved, unless the settlement is accepted in writing by the PLA Project Manager as creating a precedent.

(ii) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article VII, Section 1) with any other signatory to this Agreement, and if, after conferring, a settlement is not promptly reached, the dispute shall be reduced to writing and, shall proceed to Step 2 in the same manner as outlined in Subparagraph (a) for the adjustment of employee grievances.

Step 2: The Business Manager or designee of the involved Signatory Union, together with representatives of the Council, the involved Contractor, and the PLA Project Manager shall meet in Step 2 within two (2) calendar days of service of the written grievance, to arrive at a satisfactory settlement.

Step 3: (i) If the grievance has been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within three (3) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the Owner. The Owner, acting by its designee, shall serve as a member of a three-member Arbitration Panel, together with a Council representative together with a third-party neutral Arbitrator to be selected upon, agreement of the Council and the Owner. The Owner and Council representatives may, alternatively, designate a sole arbitrator to hear the case. The Expedited Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator or Arbitration Panel shall be final and binding

on the Contractor, Signatory Union and employee involved. The fees and expenses, if any, of each Arbitrator shall be equally divided between the Contractor and Signatory Union involved, regardless of outcome, provided further, however, that any compensation and reimbursement paid to employees of the Owner who serve as arbitrators shall be paid solely by the Owner, and any compensation and reimbursement paid to employees of the Council who serve as arbitrators shall be paid solely by the Council.

(ii) The failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. The time limits may be extended only with the written consent of the PLA Project Manager, the Contractor and the Signatory Union affected by the extension. In the event a step involves the Arbitrator or Arbitration Panel, then the written consent of the Arbitrator also shall be required. The Arbitrator shall have authority to make decisions only on the issues presented to him, and shall not have the authority to change, add to, delete or modify any provisions of this Agreement or the Contract Documents.

SECTION 2. LIMITED RETROACTIVE EFFECT OF AWARDS

No arbitration decision or award under this Article may have retroactive effect for a period exceeding sixty (60) days prior to completion of submission of the initial written grievance on the PLA Project Manager and the Contractor and Signatory Union involved.

SECTION 3. PARTICIPATION BY PLA Project Manager

CA shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration, when directed to do so by the Owner.

ARTICLE X. JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall

continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article VII.

SECTION 2. ASSIGNMENT

All Project work assignments shall be made by each Contractor pursuant to law and in consideration of industry custom and practice in Nassau and Suffolk Counties, including relevant provisions of applicable Appendix A Agreements concerning such custom and practice. All work assignments shall be in accordance with Article IV of this Agreement.

SECTION 3. PRE-JOB CONFERENCES

The Labor Management Committee established under Article VIII herein shall be formulated upon execution of this Agreement and shall convene a pre-job conference as soon as practicable following contract award, and in any event prior to the Contractor's mobilization on the Project, which shall include all affected subcontractors and trades of any tier, to resolve any issues with respect to scheduling and work assignments that have been made. No later than 10 days prior to beginning its work on the project site, each Contractor shall inform the PLA Project Manager of the identity of the Building Trades Union to which it intends to assign the work within the scope of its contract. The PLA Project Manager shall immediately forward that tentative assignment in writing to the Labor Management Committee, which may, prior to the Contractor beginning its work, schedule a conference with the Contractor, and interested Affiliated Unions or Building Trades Unions to discuss the tentative assignment. The Owner shall make good faith efforts to ensure that all contracts let on the Project are let to contractors that shall result in the assignment of the work involved to the Union(s) entitled to perform the work under prior National Plan decisions. If, however, no Green Book decisions address the assignment of the particular work involved or the respective trades are not in agreement, the PLA Project Manager or Contractor shall assign it in conformance with Section I above.

If the Labor Management Committee is unable to resolve any jurisdictional issue referred to it, the affected affiliated Local Union must submit the matter to the Section 4, below, for immediate action.

SECTION 4. PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

(i) Any Signatory Union having a jurisdictional dispute with respect to an aspect of the Covered Work assigned to another Signatory Union will submit the dispute, in writing, to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan), within seventy-two (72) hours and send a copy of the letter to the other Signatory Union involved, the Council, the Contractor involved, the PLA Project Manager and the Owner. Upon receipt of a dispute letter from a Signatory Union, the Administrator shall invoke the procedures set forth in the Procedural Rules and Regulations to the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules and Regulations for the Plan. A copy of the Plan and its Procedural Rules and Regulations are attached to this Agreement as Exhibit A.

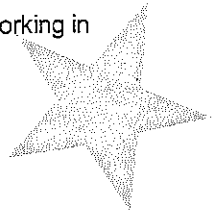
(ii) Within two (2) calendar days of the receipt of the dispute letter, there shall be a meeting of the Signatory Unions involved, the Council, PLA Project Manager and the Owner for the purpose of resolving the jurisdictional dispute.

(iii) If the dispute remains unresolved after this meeting, the parties will proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the Plan and its Procedural Rules and Regulations.

(iv) The Arbitrator shall render a short-form written decision within three (3) days of the hearing based upon the evidence submitted at the hearing. The Arbitrator shall not be permitted, under any circumstance, to direct an assignment of an aspect of the Covered Work in violation of applicable local, state or federal law, rule or regulation.

(v) This Jurisdictional Dispute Resolution Procedure will apply only to work performed by the Signatory Unions at the Project. Further, no party, by reason of its execution of this Agreement, shall have any obligation under the Plan, or its Rules or Regulations, with respect to any other project or with respect to the Project beyond the effective period of this Agreement.

(vi) Any Signatory Union involved in a jurisdictional dispute on the Project shall continue working in accordance with Section 2 of this Article and without disruption of any kind.



SECTION 5. AWARD

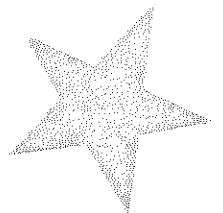
Any jurisdictional award pursuant to Section 3 of this Article shall be final and binding on the disputing Signatory Unions and the Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the PLA Project Manager and the affected Contractor shall be considered parties in interest and shall be sent contemporaneous copies of all notifications required under these Articles and, at their option, may participate fully as a party in any proceeding initiated under these Articles.

SECTION 6. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. The award, which shall be adhered to by the Contractor, shall not provide for any award of damages or other expenses against the Owner, or the Contractor based on its prior jurisdictional designation; provided, however, that this provision shall not be interpreted to preclude otherwise existing rights for an award of monetary damages against the Contractor based on its jurisdictional designation.

SECTION 7. LIMITATIONS

Any arbitration panel convened for the purpose of resolving jurisdictional disputes shall have no authority to assign work to a crew of more employees than the minimum required by the Contractor, nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.



ARTICLE XI. WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND WAGES

All employees covered by this Agreement shall be classified in accordance with their work performed and paid wages for those classifications set forth in the Appendix A Agreements, as amended during this Agreement, except as otherwise provided in this Agreement.

SECTION 2. EMPLOYEE FRINGE BENEFITS/SUPPLEMENTS

Employees shall be paid fringe benefits/supplements in accordance with the Appendix A Agreement and the time requirements therein. Delinquency of payments shall be subject to the resolution in accordance with the Schedule A Collective Bargaining Agreement. Nothing in this Agreement shall preclude the right of any fund or entity from lawfully collecting fringe benefits/supplements for employees performing covered work to utilize the applicable rights and remedies afforded under the New York Lien Law; E.R.I.S.A., or any other applicable law.

Any Signatory Union alleging a failure to pay appropriate wages and fringe benefits shall give written notice in writing to the Council, the Owner and PLA Project Manager within 30 days of the alleged failure in order to initiate the expedited arbitration process.

SECTION 3. EMPLOYEE BENEFITS/TRUST FUNDS

A. The Contractors agree to promptly pay contributions to the established Trust Funds in the amounts designated in the appropriate Appendix "A". Jointly-trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added and the Contractors agree to promptly pay contributions to such funds.

B. The Contractors are to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds with regard to work done on this project for those employees to whom this Agreement requires such benefits payments.

The PLA Project Manager, in order to ensure the full and timely remittance of all union dues and fringe benefits/supplements due the affiliated Signatory Unions as provided for in the Schedule "A" Agreements, agrees that it will, upon notification of not more than fifteen (15) days from the date of a default from any affiliated Signatory Union that a Contractor has become delinquent in the payment of union dues and/or fringe benefits/supplements due in connection with the work on this Project, to immediately stop payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged to be owed from this Project and all such funds be paid directly to the complaining Signatory Union to be applied against the amounts owed by the defaulting Contractor. Before such payment is made, the PLA Project Manager shall first advise the Contractor in writing of the complaint made by the Signatory Union and the amounts claimed and shall allow the Contractor a period of ten (10) days from the date of notification to produce a written letter signed by the Business Manager of the complaining Signatory Union that the amount in default has been paid in full and the Contractor is current in remittance of Funds or a bona-fide explanation acceptable to the complaining Signatory Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bona-fide dispute, the PLA Project Manager will use its best effort to act as an initial arbitrator and take action it then deems appropriate.

D. No monies shall be paid to the delinquent Contractor who may request arbitration of the dispute in accordance with Article IX herein. In the event such a letter is not delivered to the PLA Project Manager within the (10) days from the date of notification to the defaulting Contractor, the PLA Project Manager shall immediately pay over to the Fund Administrator of the complaining Signatory Union all monies due the defaulting Contractor to the extent necessary to satisfy the amounts payable to the Contractor by the PLA Project Manager for the Project. None of the foregoing is to be construed as having created a debt on the part of the PLA Project Manager to the Signatory Union for unpaid Funds by defaulting Contractors except to the extent that funds are payable to the Contractors and overdue to the Signatory Unions for this Project and with proper notice as herein provided. There will be no strike, work stoppage or disruption pending resolution of the dispute.

E. Notwithstanding the foregoing provisions of this Article, including any provisions to arbitrate disputes, in the event the PLA Project Manager fails to perform its obligations under this Article for forty-five (45) days, the members of a Signatory Union, on five (5) days written notice with right to cure from the complaining Signatory Union to the delinquent Contractor, with copies to the President of the Building Trades Council and the PLA Project Manager and the Owner, can elect to refuse to perform services for a delinquent Contractor. Upon the

curing of such delinquency, all work shall immediately recommence and the parties shall return to the *status quo ante*. The provisions of Article VII shall remain in full force and effect with respect to all other Signatory Union members working on the Project. If a Contractor fails to contribute to a Signatory Union's benefit/supplement funds because of the Contractor's inability to collect payment from the Owner for work performed on the Project, the PLA Project Manager agrees that the Contractor will not be removed from the job for non-performance which results from a Signatory Union's members refusing to perform services as set forth in this Section.

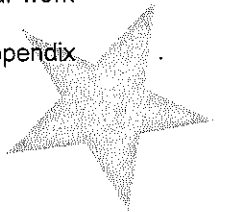
ARTICLE XII. HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

The regular work week shall consist of forty (40) hours at straight-time rates for pay and fringe benefits/supplements, Monday through Friday. The standard work day shall consist of eight (8) hours, with a Project start time uniformly set by the PLA Project Manager and the Contractors at 7:00 a.m. or 8:00 a.m., with one-half (1/2) hour unpaid lunch period, to commence no earlier than 11:30 a.m. and no later than 12:00 p.m., which shall not be counted as part of the eight (8) hour workday. If operational considerations warrant, with one (1) week advance notice, the work day may be further changed by agreement among the Contractor, the Signatory Union and the PLA Project Manager, and such agreement shall not be unreasonably withheld.

SECTION 2. OVERTIME

The rate of pay for-overtime hours worked during the period Monday through Friday (excluding recognized holidays) outside the eight (8) hour work day established in Section 1 of this Article shall be at time and one-half the regular hourly rate. The rate or amount of fringe benefits/supplements for overtime hours worked during the period Monday through Friday (excluding recognized holidays) outside the eight (8) hour work day established in Section 1 of this Article shall be at the rate or amount provided under the applicable Appendix A Agreement.



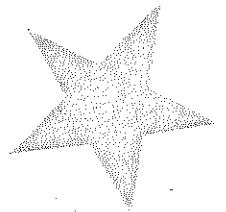
The rate of pay and rate (or amount) for all other overtime hours shall be in accordance with the applicable Appendix A Agreement. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall perform such overtime work. Trade employees shall not be penalized for refusing to work overtime. Overtime may only be worked where unavoidable in the sole judgment of the Contractor and the PLA Project Manager.

SECTION 3. SHIFTS

(i) Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five (5) consecutive work days, Monday through Friday, must have the prior approval of the PLA Project Manager, and must be scheduled with no less than five (5) work days' notice to the Signatory Union. Shift pay differentials shall be 10% for the second shift and 15% for the 3rd shift.

(ii) Flexible Starting Times - Shift starting times shall be adjusted by the Contractor as necessary to fulfill Project requirements, and, in case of emergency, shall be subject to the notice requirements of the Appendix A Agreements.

(iii) A Contractor shall schedule an unpaid period of not more than one-half (1/2) hour duration at the work location between the third (3rd) and fourth (4th) hour of the scheduled shift, which shall not be counted as part of the standard eight (8) hour work day. A contractor may, for efficiency of operation, establish a schedule, which coordinates the meal periods of two (2) or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Appendix A Agreement.



SECTION 4. HOLIDAYS

- (i) Recognized holidays on this Project shall be the following:

New Year's Day	Veterans Day
Presidents Day	Thanksgiving
Memorial Day	Christmas
Fourth of July	
Labor Day	

- (ii) Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Appendix A Agreement.

- (iii) Holidays shall be observed on the days designated by New York State law. In the absence of such designation, holidays falling on a Saturday shall be observed on the previous Friday; and holidays falling on a Sunday shall be observed on the following Monday.

SECTION 5. REPORTING PAY

- (i) Employees who report to the work location pursuant to the regular schedule and who are not provided with work, or whose work is terminated early by a Contractor, for whatever reason, shall receive reporting pay in accordance with the applicable Appendix A Agreement.

- (ii) When an employee, who has completed his/her scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as required by the applicable Appendix A Agreement, at the employee's straight time rate.

- (iii) When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 of this Article, they shall be paid only for the actual time worked.



SECTION 6. PAYMENT OF WAGES

(i) Payday - Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the Project site. Paychecks shall be issued by the Contractor at the job site in accordance with prevailing practices for the applicable trade. Not more than three (3) days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

(ii) Termination - Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

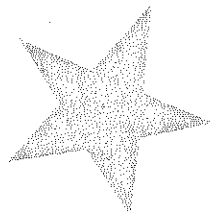
A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work with pay subject to the applicable Appendix A Agreement.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight (8) hours wages for that day.

SECTION 9. TIME KEEPING

A Contractor may utilize conventional systems to check employees in and out, so long as it occurs during work time. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.



ARTICLE XIII. APPRENTICES

SECTION 1. PROGRAMS FOR APPRENTICES

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry in the Nassau/Suffolk area and to provide craft-entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ and Trade Locals will provide apprentices, in their respective crafts, to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured in accordance with the ratio of one (1) apprentice to one (1) journeyman and such other appropriate classifications as are contained in the applicable Appendix A Agreement. In the event that this 1:1 ratio cannot be met for any portion of the work, the apprentice to Journeyman ratios published by the New York State Department of Labor for the work must be achieved.

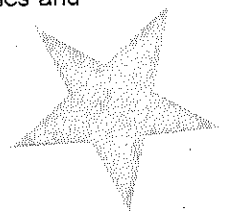
ARTICLE XIV. SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor shall ensure that applicable OSHA requirements are at all times maintained on the Project. The Contractors and Signatory Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm to the extent consistent with their rights and obligations under the law.

SECTION 2. SITE SERVICES

The Contractors, Signatory Unions and the Council agree that in the event the PLA Project Manager employs craft workers for the Project, such employees shall be permitted to perform all types of work at the Project site within the recognized work jurisdiction of their respective crafts, including site safety duties and general clean-up duties, among other duties.



SECTION 3. CONTRACTOR RULE

Employees covered by this Agreement shall at all times be bound by the safety, security, and visitor rules as established by the Owner, and jointly by the PLA Project Manager, Contractors, the Council and the Signatory Unions. Such rules shall be published and posted in conspicuous places.

SECTION 4. INSPECTIONS

The Contractors, the PLA Project Manager and the Owner retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials, and the work, of every kind, using employees excluded from coverage under this Agreement under the provisions of Article 3, Section 3.

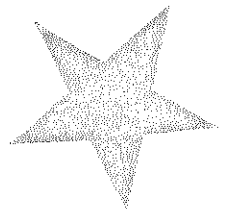
ARTICLE XV. NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORT

The Contractors and Signatory Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Signatory Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.



ARTICLE XVI. GENERAL TERMS

SECTION 1. PROJECT RULES

The PLA Project Manager, the Contractors, the Council and the Signatory Unions shall jointly establish such reasonable Project rules as are appropriate for the good order of the Project through the Project Labor Management Committee. These rules shall be explained at the preconstruction conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of conduct shall not be a defense to an employee disciplined or discharged for such conduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

There shall be no restrictions on the use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction, provided such tools or equipment do not present a safety risk not commonly accepted and accommodated in industry practice in Nassau and Suffolk Counties.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no requirement for payments for travel expenses, travel time, subsistence allowance or other such reimbursements.

SECTION 5. FULL WORKDAY

Employees shall be at their designated staging area at the starting time established by the Contractor and shall be returned to their designated staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.



SECTION 6. COOPERATION AND CONSENT OF DEPARTMENT OF LABOR

The PLA Project Manager, the Council, the Contractors and the Signatory Unions shall cooperate at all times to achieve the purposes of this Agreement, including promptly executing any reasonable documentation and jointly seeking whatever approvals of the New York State Department of Labor that may be required.

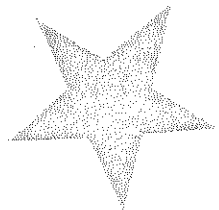
SECTION 7. UNION CONTRACTORS

In order to avoid a competitive disadvantage against Union Contractors, Contractors who are awarded work on the Project that currently have agreements with Labor Unions (Union Contractors) shall be entitled to perform work under the terms of this Agreement without discrimination on this Project and without adverse effect on other projects current or future, and said contractors waive any claims they may have under any Most Favored Nations clause of any collective bargaining agreement that the terms under this Agreement are applicable to work on any other project, current or future.

ARTICLE XVII. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provisions of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void, but the remainder of the Agreement shall remain in full force and effect at the discretion of the Owner. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties.



SECTION 2. THE OWNER'S CONTRACT DOCUMENTS

In the event that the provisions of the Contract Documents, or other action, requiring that a successful bidder become a signatory to this Agreement, are found to be in violation of law, such requirement shall be rendered, temporarily or permanently, null and void, but the Agreement shall otherwise remain in full force and effect to the extent allowed by law, and shall remain in effect for contracts already bid and awarded or in construction where the contractor voluntarily accepts the Agreement. The parties may enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the PLA Project Manager, any Contractor, or any Signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. The Contract Documents shall be issued, or revised, in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

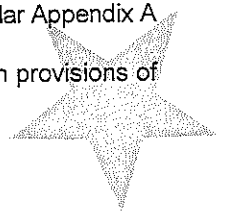
SECTION 4. NO WAIVER OF NO STRIKE -- NO LOCK OUT PROVISION

Nothing in this Article shall be construed to waive the prohibitions of Article VII.

ARTICLE XVIII. FUTURE CHANGES IN APPENDIX A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

(i) Appendix A Agreements shall continue in full force and effect, until a Contractor and/or Signatory Union subject to the Area Collective Bargaining Agreements, which is the basis for the particular Appendix A Agreement in question, notifies the PLA Project Manager in writing of the existence of changes in provisions of such agreements which are applicable to the Project and their effective dates.



(ii) Any disagreement between signatories to this Agreement over the incorporation into an Appendix A Agreement of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article IX of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Signatory Unions agree that there will be no strikes, work stoppages, slowdowns or other disruptive activity or other violations of Article VII affecting the Project by any Signatory Union involved in the renegotiation of Area Local Collective Bargaining Agreements, nor shall there be any lock-out on this Project affecting a Signatory Union during the course of such renegotiations.

SECTION 3. MODIFICATIONS TO THE AGREEMENT

This Agreement may be modified only by the mutual written consent of the PLA Project Manager, the Council and the Owner.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the
day of 2018.

Cashin Associates, PLA Project Manager

By: _____

Date: _____

Building and Construction Trades
Council of Nassau and Suffolk
Counties AFL-CIO

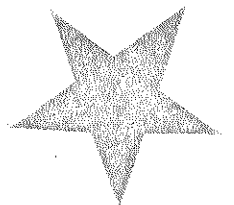
By: _____

Date: _____

Boilermakers Local 5

By: _____

Date: _____



Bricklayers Local 1

By: _____

Date: _____

Cement Masons Local 780 (see Trae Specific Addenda Term Sheet)

By: _____

Date: _____

Dock & Pier Carpenters Local 1456

By: _____

Date: _____

I.B.E.W. Local 25

By: _____

Date: _____

Elevator Constructors Local 1

By: _____

Date: _____

Empire State Regional Council of Carpenters

By: _____

Date: _____

Engineers Local 15-D

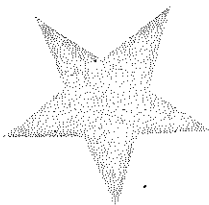
By: _____

Date: _____

Engineers Local 30

By: _____

Date: _____



Engineers Local 138

By: _____

Date: _____

Heat & Front Insulators Local 12

By: _____

Date: _____

Heat & Frost Insulators Local 12A

By: _____

Date: _____

Iron Workers Local 361

By: _____

Date: _____

Iron Workers Local 380

By: _____

Date: _____

Laborers Local 66

By: _____

Date: _____

Laborers Local 78, MTDO, LIUNA

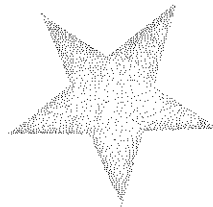
By: _____

Date: _____

Laborers Local 1298

By: _____

Date: _____



Lathers Local 46

By: _____

Date: _____

Millwrights Local 740

By: _____

Date: _____

Painters D.C. 9, Tapers, Paperhangers

By: _____

Date: _____

Stone Derrickmen Local 197

By: _____

Date: _____

Plasterers Local 262

By: _____

Date: _____

Plumbers Local 200

By: _____

Date: _____

Resilient Floor Coverers Local 2287

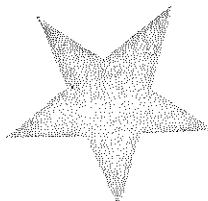
By: _____

Date: _____

Roofers Local 154

By: _____

Date: _____



Sheet Metal Workers Local 28

By: _____

Date: _____

Steamfitters Local 638

By: _____

Date: _____

Teamsters Local 814

By: _____

Date: _____

Teamsters Local 282

By: _____

Date: _____

Teamsters Local 813

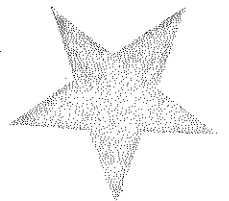
By: _____

Date: _____

Tile, Marble & Terrazzo B.A.C. Local 7

By: _____

Date: _____



Project Labor Agreement — Letter of Assent

Dear _____

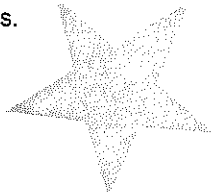
Construction Manager

The undersigned party confirms that it agrees to be a party to and be bound by _____

Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as the Town of Oyster Bay, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the Project Labor Agreement and this Agreement;
- (3) Authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project, Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.



(5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be bound in form identical to this document.

(6) Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this PLA to this project.

Name: _____

Company: _____

Signature: _____

i:\projects\town of oyster bay\18006.100 hicksville parking facility - pla\reports\18006.1 project labor agreement.docx

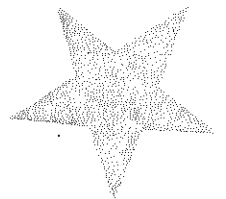


EXHIBIT 1

GUIDELINES FOR GRIEVANCE/ ARBITRATION UNDER THE NASSAU/ SUFFOLK BUILDING TRADES

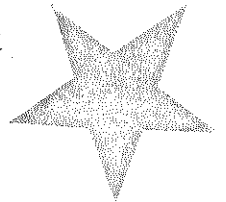
The following guidelines are intended to assist you in the filing and processing of grievances under the New York Plan. Article V of the New York Plan discusses the Plan's grievance and arbitration procedure. **It is important to review the Nassau-Suffolk Building Trades Plan Procedure for compliance.** Please consult with your Local Union's attorneys before filing the respective forms.

STEP 1 -File immediately:

- Immediately upon the occurrence or knowledge of a dispute over the assignment of work, the challenging trade shall notify the trade-in-possession and request a meeting to resolve the dispute.
- The Step 1 grievance form is designed to both notify the trade-in-possession of the issue and request said meeting. A copy of the Step 1 grievance form is attached hereto as Exhibit "A".
- The Step 1 grievance meeting between the two trades must be conducted either in person or via phone call within two days of the request.
- A copy of the Step 1 form should be forwarded to the NSBCTC. All information requested on the form should be filled in.

STEP 2- Must be requested within 10 business days of underlying dispute:

- In the event that a grievance is not resolved at Step 1, a Step 2 hearing must be requested. Step 2 hearings can be requested by utilizing the Step 2 request form attached as Exhibit "B".
- A Step 2 hearing must be requested within 10 business days of the underlying dispute.
- Make sure to fill in all the required information on the Step 2 form.
- The Step 2 form should be sent to the trade-in-possession and the NSBCTC.
- Generally, mediation shall be conducted within 7 days of the Step 2 request. Requirements to receive an extension of this timeline are set forth in Article V of the Nassau-Suffolk Building Trades Plan.
- The NSBCTC will schedule a Step 2 meeting.



NOTE: If the grievance is not settled at Step 2, the challenging trade and the trade-in-possession will select an arbitrator, by lottery, from the list of arbitrators approved by the Nassau-Suffolk Building Trades Plan. Each party has the right to strike any two of the eleven arbitrators approved by the Plan. The arbitrator will be randomly drawn from the list of remaining arbitrators. If a Party fails to attend mediation, all arbitrators approved by the Plan will be deemed acceptable to that Party and the selection process will proceed in that Party's absence. The absent Party waives any objections it may have to the arbitrator randomly selected to hear that particular dispute.

- The Parties present at the mediation will acknowledge that the above procedure for selecting an arbitrator was followed and will acknowledge the selection of the arbitrator specifically designated to hear their dispute by executing the form attached hereto as Exhibit "C".

STEP 3 - To be filed within 7 business days of mediation:

- In the event that the dispute is not resolved at Step 2, you must demand arbitration within 7 business days of the Step 2 meeting to proceed with processing the dispute.
- The Notice of Demand for Arbitration is attached hereto as Exhibit "D". This must be sent to the arbitrator, the trade-in-possession, and the NSBCTC.
- The Demand for Arbitration must be filled out and sent to the arbitrator with copies to the trade-in-possession and the NSBCTC. A Copy of the Demand form is attached as Exhibit "E".
- The arbitrator will notify you of the date of the arbitration hearing. Exhibit "F".
- The hearing date will be confirmed. Exhibit "G".

REMINDERS-

- 1) At each stage of the process, review the Nassau-Suffolk Building Trades Plan to make sure you is in compliance with the Plan's filing deadlines.

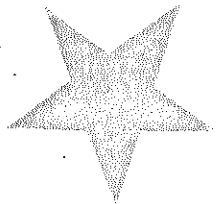
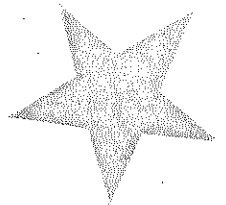


Exhibit "A"



STEP 1 GRIEVANCE FORM

NOTICE OF DISPUTE UNDER NASSAU-SUFFOLK BUILDING TRADES PLAN

(Insert trade, Local number) hereby requests a meeting with (Insert trade-in-possession) regarding a dispute over the following assignment of work at the jobsite referenced below in accordance with Article V, Step 1 of the Nassau-Suffolk Building Trades Plan:

Project Location: _____

Work in Dispute: _____

Date of Alleged Violation: _____

Applicable
Green Book Decisions: _____
(Both NY and National)

Other Agreements
of Record: _____

Employer: _____
Address: _____
Phone Number: _____

Trade- in- Possession: _____
Address: _____
Phone Number: _____

Challenging Trade: _____
Address: _____
Phone Number: _____

Submitted by: _____

Signature: _____

Dated: _____

NOTE: MUST SEND COPY TO NSBCTC

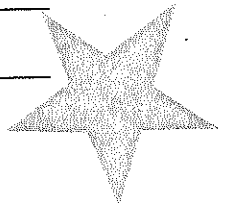
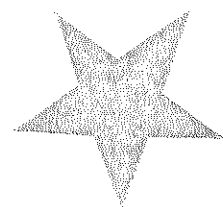


Exhibit "B"



STEP 2: REQUEST FOR MEDIATION FORM

DATE

VIA FACSIMILE/OVERNIGHT MAIL

Nassau/ Suffolk Building & Construction Trades Council
300 Motor Parkway, Suite 200
Hauppauge, New York 11788
Attention: Richard O'Kane, President

Re: Request for Mediation Pursuant to NY Plan for Jurisdictional Disputes

Dear Sir:

The **[INSERT TRADE NAME]** Local **[INSERT LOCAL #]** hereby requests mediation, pursuant to Article V of the New York Plan for Jurisdictional Disputes. This dispute arises from the assignment of **[INSERT DESCRIPTION OF WORK IN DISPUTE]** by **[INSERT EMPLOYER]**, at **[INSERT PROJECT NAME AND LOCATION]**. The two Parties were unable to resolve the underlying dispute at the Step 1 grievance conference. A copy of the Step 1 meeting request is enclosed herein.

Please schedule the mediation regarding the above referenced dispute.

Very truly yours,

By: **[IDENTIFY CHALLENGING TRADE]**

Enclosure

cc: Trade-in-Possession

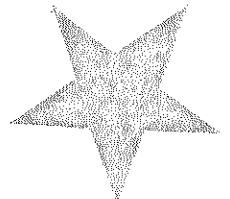
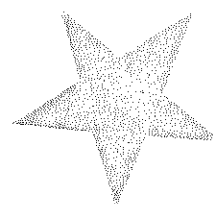


Exhibit "C"



**ACKNOWLEDGEMENT OF COMPLIANCE WITH PROCEDURE
AND SELECTION OF THE ARBITRATOR**

(To be completed immediately following Step 2, if
the underlying dispute is not resolved at Step 2)

The undersigned Parties hereby acknowledge and agree that a Step 2 hearing was held in accordance with Step 2 of the Nassau-Suffolk Building Trades Plan on [DATE OF STEP 2 HEARING]. At the Step 2 hearing, the Parties were unable to resolve the underlying dispute and proceeded to select an arbitrator in accordance with the procedures set forth in the Nassau-Suffolk Building Trades Plan.

The undersigned, on behalf of their respective Parties, hereby acknowledge that the procedures for the selection of an arbitrator set forth in the Nassau-Suffolk Building Trades Plan were complied with in full for the selection of an arbitrator to hear and resolve the underlying dispute. Each Party that was present at Step 2 was given the opportunity to strike two of the eleven arbitrators approved by the Plan. The remaining arbitrators were drawn via random selection in accordance with the Nassau-Suffolk Building Trades Plan.

As a result of following the Nassau-Suffolk Building Trades Plan's procedure for the selection of an arbitrator to hear and resolve the underlying dispute, Arbitrator [ARBITRATOR's NAME] has been selected to hear and resolve the underlying dispute in accordance with the Nassau-Suffolk Building Trades Plan.

Agreed to and Acknowledged by and between:

Signatures:

Name: _____
Title: _____

Name: _____
Title: _____

Representative of Challenging Trade
Date: _____

Representative of Trade-in-Possession
Date: _____

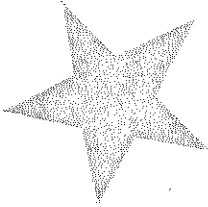
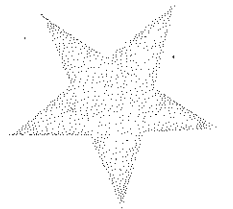


Exhibit "D"



STEP 3 FORM- NOTICE OF DEMAND FOR ARBITRATION

DATE

**[INSERT CHALLENGING TRADE
& ADDRESS)**

**RE: [INSERT CHALLENGING TRADE
& ADDRESS)**

-and-

**[INSERT TRADE IN POSSESSION
& ADDRESS)**

Dear Sir:

PLEASE TAKE NOTICE, that the above named Union pursuant to the terms of the Nassau-Suffolk Building Trades Plan for the Settlement of Jurisdictional Disputes ("Nassau-Suffolk Building Trades Plan") hereby submits to arbitration the jurisdictional dispute regarding the performance of **[INSERT DESCRIPTION OF WORK]** at **[INSERT PROJECT NAME AND LOCATION]**.

PLEASE TAKE FURTHER NOTICE, that it is our intention to seek in arbitration an award which will remedy the breach cited above in a just and reasonable manner including, but limited to a directive by the arbitrator that the work in dispute must be assigned to and performed by **[INSERT CHALLENGING TRADE]**.

PLEASE TAKE FURTHER NOTICE, that a copy of this demand will be submitted to the NSBCTC as well as the mutually selected arbitrator.

PLEASE TAKE FURTHER NOTICE, that pursuant to the provisions of CPLR Section 7503(c), unless you apply to stay the arbitration within twenty (20) days after service of this notice, you shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with, and from asserting in Court the bar of any limitation of time.

Very truly yours,

By: _____

**[INSERT UNION REPRESENTATIVE
CHALLENGING TRADE)**

cc: Richard O'Kane, President NSBCTC
[Insert Arbitrator]

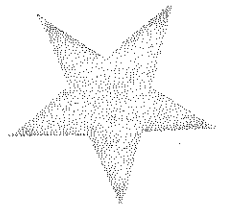
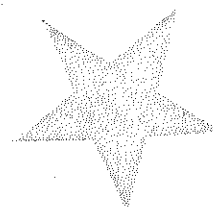


Exhibit "E"



STEP 3 FORM-DEMAND FOR ARBITRATION

DATE

[INSERT ARBITRATOR NAME &
ADDRESS]

Re: Demand for Arbitration
Pursuant to Nassau-Suffolk
Building Trades Plan
(Challenging Trade)
-against-
(Trade-in-Possession)

Dear Mr. _____

Please be advised that [INSERT CHALLENGING TRADE], Local [INSERT TRADE #] is demanding arbitration against [INSERT TRADE-IN-POSSESSION] pursuant to Article V of the Nassau-Suffolk Building Trades Plan.

Pursuant to the Nassau-Suffolk Building Trades Plan, the Parties have mutually agreed to your selection as the arbitrator to resolve this dispute.

The parties have further agreed that all arbitration hearings will be conducted at the office of the Nassau/Suffolk Building and Construction Trades Council located at 300 Motor Parkway, Suite 200, Hauppauge, NY, 11788. Please kindly schedule a date for hearing the matter referenced herein at your earliest convenience. Please notify the undersigned as well as the NSBCTC and [INSERT TRADE-IN-POSSESSION] of the scheduled hearing date.

We appreciate your time and attention with this matter.

Sincerely,

BY: _____

[INSERT UNION REPRESENTATIVE
CHALLENGING TRADE]

cc:

Trade-in-Possession
Richard O'Kane - NSBCTC

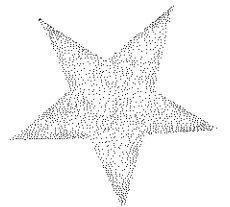
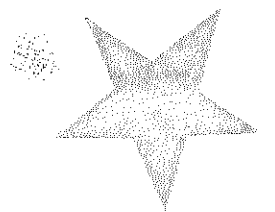


Exhibit "F"



DATE

**[INSERT CHALLENGING TRADE
& ADDRESS]**

**[INSERT TRADE-IN-POSSESSION
& ADDRESS]**

Re: Notice of Arbitration Hearing Date

Dear Parties:

The undersigned is in receipt of **[INSERT CHALLENGING TRADE]** request to schedule an arbitration hearing pursuant to Article V, of the Nassau-Suffolk Building Trades Plan dated **[INSERT DATE]**.

Please be advised that a hearing on this matter will be conducted on **[INSERT DATE]**, at **[INSERT TIME]** at the offices of the Nassau – Suffolk Building and Construction Trades Council located at 300 Motor Parkway, Suite 200, Hauppauge, N.Y. 11788.

I look forward to seeing you then.

Sincerely,

Arbitrator

cc: Richard O'Kane, President of NSBCTC

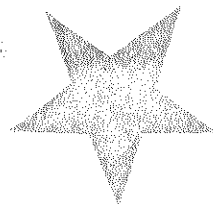
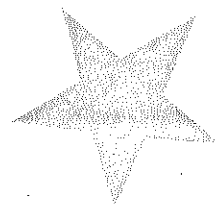


Exhibit "G"



**[NSBCTC LETTERHEAD-MEMO
FORMAT]**

TO: **[INSERT CHALLENGING TRADE
& ADDRESS]**

**[INSERT TRADE-IN-POSSESSION
& ADDRESS]**

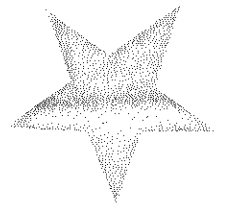
FROM: Richard O'Kane, PRESIDENT

RE: CONFIRMATION OF ARBITRATION HEARING

Please be advised that the Arbitrator selected to hear the Nassau-Suffolk Building Trades Plan dispute between the parties referenced above has scheduled the arbitration hearing for **[INSERT DATE]** at **[INSERT TIME]** at the Nassau-Suffolk Building and Construction Trades Council's office, located at 300 Motor Parkway, Suite 200, Hauppauge, New York 11788.

Please be advised, failure to appear at the hearing after due notice will not prevent the hearing from going forward and a decision may be rendered in your absence.

Enclosure



208

277

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

APRIL 6, 2018

TO : MEMORANDUM DOCKET

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

SUBJECT : PROJECT LABOR AGREEMENT FOR
REPAIRS TO THE HICKSVILLE PARKING FACILITY
CONTRACT NO. H17-170

Town Board Resolution 171-2018 accepted the "Investigation of Project and its Regional Setting in Relation to the Use of a Project Labor Agreement" for Repairs to the Hicksville Parking Facility, prepared by Cashin Associates, and authorized the Department of Public Works and Cashin Associates, P.C. to begin negotiations with the local construction trades for the execution of a Project Labor Agreement.

At this time the Project Labor Agreement is being finalized and the relevant construction trades are approving the terms. The final Project Labor Agreement will be submitted to the Town Board by supplemental memo for adoption and execution.

It is hereby requested that a space be reserved at the Town Board meeting of April 24, 2018 for the Town Board to take action to accept and execute the Project Labor Agreement for Repairs to the Hicksville Parking Facility.


RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/jct/MR/lk

Attachments

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

H17-170 DOCKET PLA ACCEPT RESERVE

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated February 23, 2018 and March 8, 2018, has advised that following the adoption of Town Board Resolution No. 33-2018, Cashin Associates, P.C. performed engineering services relative to the preparation of a Project Labor Agreement ("PLA") for repairs to the Hicksville Parking Facility; and

WHEREAS, Cashin Associates, P.C. prepared and submitted an "Investigation of Project and its Regional Setting in Relation to the Use of a Project Labor Agreement," which investigation determined that the Town would enjoy a number of benefits under a PLA including, without limitation, minimization of jurisdictional disputes between trades, mandated participation of apprentices at favorable ratios, a highly skilled and educated workforce, and an estimated cost savings of approximately \$2,891,850.00; and

WHEREAS, in recognition of the complexity of the work and the need to deliver the project in an expedited fashion, Commissioner Lenz recommends that the Town Board accept the Cashin study and investigation and authorize the use of a PLA for the repairs to the Hicksville Parking Facility,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board hereby accepts the Cashin Associates, P.C. "Investigation of Project and its Regional Setting in Relation to the Use of a Project Labor Agreement" relative to repairs to the Hicksville Parking Facility, and hereby authorizes the Department of Public Works and Cashin Associates, P.C. to begin negotiations with local construction trades to formalize a PLA for repairs to be made at the Hicksville Parking Facility.

-#

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway

Reviewed By
Office of Town Attorney
March 13, 2018

WHEREAS, Ms. Cristina Harrison, Administrator, First Presbyterian Church, 60 East Main Street, Oyster Bay, New York 11771-2411, by letter dated March 9, 2018, requested the use of one (1) roll-off container, from May 8, 2009 through May 15, 2018, so the Church may conduct a cleanup of its grounds; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 5, 2018, has advised that the abovementioned equipment will not be required for use by the Town at that time, and that he has no objection to providing the First Presbyterian Church with the use of one (1) roll-off container, from May 8, 2018 through May 15, 2018, so the Church may conduct a cleanup of its grounds, without charge, as said cleanup is not a profit-making or fundraising event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Public Works/Highways is hereby authorized to provide the First Presbyterian Church with the use of one (1) roll-off container, from May 8, 2018 through May 15, 2018, with said container to be delivered to, and collected from, the First Presbyterian Church, on the aforementioned respective dates, so the Church may conduct a cleanup of its grounds, without charge, subject to the following terms and conditions:

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney

35

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TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 5, 2018

TO: Memorandum Docket

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

SUBJECT: Request: ONE ROLL OFF CONTAINER
First Presbyterian Church
60 East Main Street
Oyster Bay, New York 11771

Attached please find a copy of a letter received in this office from Cristina Harrison requesting one roll off container for their spring clean-up. The container will be placed at First Presbyterian Church on Tuesday, May 8, 2018 and will be collected on Tuesday, May 15, 2018.

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

It is our opinion that the spring cleanup does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge.

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by the First Presbyterian Church from Tuesday, May 8, 2018 through Tuesday, May 15, 2018.


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

RWL:cw

Attachments

cc: Joseph Nocella, Town Attorney (7 copies)
Steven Ballas, Comptroller

FIRST PRESBYTERIAN CHURCH
OYSTER BAY, NEW YORK
THE REV. DR. JEFFREY D. PREY, PASTOR

March 9, 2018

Town of Oyster Bay
Department of Public Works
Sanitation Division
150 Miller Place
Syosset, NY 11791
Attention: Eileen Walsh

Dear Eileen:

We are requesting the use of one roll-off container from Tuesday, May 8, 2018 – Tuesday, May 15, 2018. Please find enclosed our application, Certificate of Insurance, endorsement and Hold Harmless Agreement and a diagram of placement.

We are requesting for it to be delivered on Tuesday and picked up on the following Tuesday. Thank you.

If you have any questions, please call me at (516) 922-5477.

Sincerely,



Cristina Harrison
Administrator

:cjh
Enclosure

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: First Presbyterian Church

Billing Address: 60 EAST Main Street

OYSTER BAY, NY 11771

Phone Number (Days): (516) 922-5477

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: Same

Dates Container(s) Needed: From 5/8/18 To 5/15/18

Describe The Event For Which Container(s) Is/Are Requested: Spring Clean Up

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

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

Signature: Aristide Honson Date: 3/9/18

Title: Church Administrator

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: W \$250 Charge Applies: YES _____ NO ✓

To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____

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

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

This Agreement is made this 9 day of March 2018, by First Presbyterian Church (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 60 East Main Street, Oyster Bay, NY 11771

for the event described as Spring clean up
The property/equipment is needed from May 8, 2018 to May 15, 2018
The event for which the property and/or equipment is requested () is (☒) is not a profit making event.

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

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

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

Name of Organization

First Presbyterian Church

Address of Organization

60 East Main St
Oyster Bay, NY 11771

By:

Cristina Harrison

Authorized Representative

Title:

Church Administrator

Telephone Number:

(516) 922-5477

Reviewed By
Office of Town Attorney

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

03/06/2018

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

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

PRODUCER	Willis of Ohio, Inc. c/o 25 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC#:	877-945-7378 888-467-2378 certificates@willis.com INSURER: Lexington Insurance Company 19437-002 INSURER: National Union Fire Ins. Co. of Pittsburgh 19445-001 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	0000005304-First Presbyterian Church 50 E Main St. Oyster Bay, NY 11771		

COVERAGES

CERTIFICATE NUMBER: 26145998

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	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
1	TR	INSR	WDR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		011971558 & 048409888	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BE 038180509	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Please contact your Insurance Board Agent, WILLIAM A SMITH AND SON, INC, at (845) 561-1706 x271, for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.

RE: Use of roll off container from 5/8/18 to 5/15/18.

Town of Oyster Bay is an Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

Reviewed By
Office of Town Attorney

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

Call: 5187421 Tpl: 2203347 Cert: 26145998

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ACORD 25 (2016/03)

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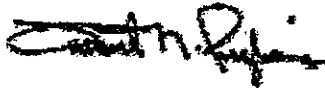
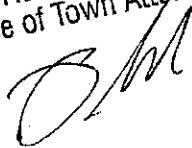
This endorsement, effective: 1/1/2018
Forms a part of Policy No.: 011971558 & 048409888
Issued to: The United Church Purchasing Group of Colorado
By: Lexington Insurance Company

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT
ENDORSEMENT**

- A. Section II – Who is an Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. This insurance provides coverage with regard to COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I – coverages only.)
 2. The person or organization is only an additional insured with respect to liability arising out of "your work", "your product", or your operations.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work", "your product", or your operations included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
 5. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our options, result in the claim or "suit" be denied.

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

Reviewed By
Office of Town Attorney



Authorized Representative



Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: April 9, 2018

SUBJECT: AMENDED SITE PLAN REVIEW AND APPROVAL
ST. MARY'S SYRO MALABAR CHURCH
926 ROUND SWAMP ROAD
OLD BETHPAGE, NEW YORK 11804
SECTION 47, BLOCK 67, LOT 42
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 of April 24, 2018.


ELIZABETH L. MACCARONE
COMMISSIONER



ELZ/slb

cc: Legislative Affairs (7 copies w/ attachments)

Meeting of April 24, 2018

Resolution No. 281-2018

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 12, 2018, requested Town Board authorization to establish the attached 2018 Fee Schedule, Rules and Regulations for the Honorable Joseph Colby Town of Oyster Bay Golf Course,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the attached 2018 Fee Schedule, Rules and Regulations for the Honorable Joseph Colby Town of Oyster Bay Golf Course, and authorizes the Department of Parks to establish and collect said fees.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

7/13/18
Reviewed By
Office of Town Attorney

Honorable Joseph Colby
Town of Oyster Bay Golf Course
Rules and Regulations

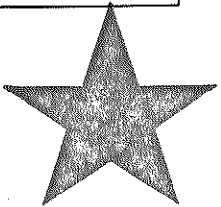
ADDENDUM A
GOLF COURSE FEES

MEMBERSHIP FEES

Resident Membership	\$200.00	\$200.00
Senior Resident Membership	\$150.00	\$150.00
Non-Resident Membership	\$500.00	\$400.00 DECREASE
Senior Non-Resident Membership	\$350.00	ELIMINATE
Veteran Membership/Auxiliary Police/Volunteer Firefighter	\$150.00	\$150.00
Resident Tee Time Membership	\$50.00	ELIMINATE
Non-Resident Tee Time Membership	\$100.00	ELIMINATE

DAILY GREENS FEES

Classification	Category		Rate	Revised Rate
Resident Member	Weekday	Day	\$30.00	UNCHANGED
		Evening	\$15.00	UNCHANGED
	Weekend/Holiday	Day	\$35.00	UNCHANGED
		Evening	\$18.00	UNCHANGED
Veteran Resident Member/Senior-Auxiliary Police-Volunteer Firefighter	Weekday	Day	\$23.00	UNCHANGED
		Evening	\$12.00	UNCHANGED
	Weekend/Holiday	Day	\$35.00	UNCHANGED
		Evening	\$18.00	UNCHANGED
Resident Non-Member	Weekday	Day	\$40.00	UNCHANGED
		Evening	\$20.00	UNCHANGED
	Weekend/Holiday	Day	\$45.00	UNCHANGED
		Evening	\$23.00	UNCHANGED

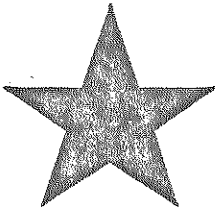


Veteran Non-Member/ Senior-Auxiliary Police- Volunteer Firefighter	Weekday	Day	\$30.00	UNCHANGED
		Evening	\$15.00	UNCHANGED
	Weekend/Holiday	Day	\$44.00	UNCHANGED
		Evening	\$22.00	UNCHANGED
Resident and Non-Resident Junior (under 21 years of age)	Weekday	Day	\$30.00	UNCHANGED
		Evening	\$15.00	UNCHANGED
	Weekend/Holiday	Day	\$35.00	UNCHANGED
		Evening	\$18.00	UNCHANGED
Guest of Resident	Weekday Only	Day	\$50.00	ELIMINATE
		Evening	\$25.00	ELIMINATE
Student Team/Camp Member (after 2pm)			\$18.00	UNCHANGED
Non-Resident Member	Weekday	Day	\$50.00	ELIMINATE
		Evening	\$30.00	ELIMINATE
	Weekend/Holiday	Day	\$65.00	ELIMINATE
		Evening	\$40.00	ELIMINATE
Non-Resident Senior Member	Weekday	Day	\$40.00	ELIMINATE
		Evening	\$25.00	ELIMINATE
	Weekend/Holiday	Day	\$65.00	ELIMINATE
		Evening	\$40.00	ELIMINATE
Non-Resident Junior	Weekday	Day	\$45.00	ELIMINATE
		Evening	\$25.00	ELIMINATE
	Weekend/Holiday	Day	\$60.00	ELIMINATE
		Evening	\$30.00	ELIMINATE
Non-Resident Senior	Weekday	Day	\$50.00	ELIMINATE
		Evening	\$30.00	ELIMINATE
	Weekend/Holiday	Day	\$80.00	ELIMINATE
		Evening	\$45.00	ELIMINATE
Non-Resident	Weekday	Day	\$75.00	\$50.00 DECREASE
		Evening	\$40.00	\$25.00 DECREASE
	Weekend/Holiday	Day	\$85.00	\$65.00 DECREASE
		Evening	\$50.00	\$33.00 DECREASE

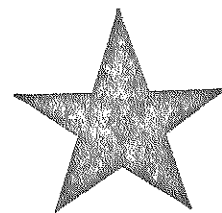
DISCOUNTED BACK NINE BEGINS AT TWILIGHT
WEEKEND RATES APPLIED ON FRIDAYS EXCEPT FOR SENIOR RESIDENTS

ADDITIONAL FEES

GAS CARTS (Members and Non-Members)		\$30.00	UNCHANGED
Non-Members		\$40.00	ELIMINATE
Advanced Reservation Fee		\$5.00	UNCHANGED
5 Day Advanced Reservation Fee		\$5.00	ELIMINATE
30 Day Advanced Reservation Fee		\$5.00	ELIMINATE
Executive Women's Golf Association	\$40.00 (cart)	\$30.00 (walk)	ADDITIONAL CATEGORY



OUTINGS	
Not For Profit (Per Person)	\$75.00
Not for Profit Afternoon Outing (Per Person)	\$50.00
Private Weekday (Per Person)	\$90.00
Private Weekend (Per Person)	\$125.00



ADDENDUM B
GOLF MEMBERSHIPS & PROGRAMS

Corporate Membership \$3,000 per Foursome

Features:

- A membership for Town businesses and corporations to have a set weekly Tee-Time.
- It would allow a member to have one set pre-scheduled Tee-Time per week and one 7 Day advance Tee-Time for a foursome.
- Membership is valid 26 weeks (mid April - November 1).
- The times offered to Corporate Members; 11 AM to 4 PM weekdays/daily are non-peak, which will not restrict or compete with the Tee-Time availability to the other members.
- This proposal will be limited to 32 Memberships available no more than 2 per hour.

Terms and conditions:

- Corporate Members would pay daily greens fee at resident rate.
- Corporate Members would be required to pay resident cart fee.
- Off-Peak Corporate Member would not be required to play in foursome.
- All rules of Town Golf Course would apply.
- Violation of rules, with written notification to member, can result in a revocation of membership without refund.

Overview: A premium service available to Town business entities paying taxes in the Town of Oyster Bay. The biggest premium, a pre-arranged Tee-Time, is currently only available to residents through the Tee-Time Membership system. The Corporate Membership would provide this, a new service at a premium price, while not interfering with membership privileges or Tee-Time availability to residents.

Fall Special Daily Fee \$45.00

Overview:

- A program that would offer a reduced rate to golfers during off-peak afternoon hours in the Fall season only.
- It will promote and make golf available to avid golfers during the off-peak Fall season.

Features:

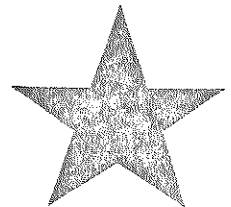
- The \$45 fee represents a \$10 savings over the normal resident fees of \$55.00 for the above services.

Terms and Conditions:

- This rate would be available only from the hours of 11AM to 2PM during October and November, course conditions permitting.

ALTERNATIVE WEEKDAY AFTERNOON OUTING FOR NOT FOR PROFIT GROUPS

Overview:



- Would offer smaller not for profit groups the opportunity to host an outing event on weekday afternoons without closing the Golf Course to the public for a Monday or Tuesday outing.
- The Alternative Afternoon outing would be held on weekday afternoons only. It would begin with the first tee-off starting after 12 PM and continue during a pre-scheduled consecutive or blocked out tee-times that would last no more than 2 hours.
- By holding the outing during a block of tee-times, the Golf course can and will remain open to the public both before and after, the tee-times pre-scheduled or "Blocked Out" for the Outing.
- By accepting to play in the afternoon without a shotgun start, the smaller alternative outing group fee would be \$50.00 per player.

Benefit:

- It would reduce the number of additional weekdays that the Golf Course has to be closed to public play (typically Tuesdays). By playing in a prescheduled block of no more than 2 hours, the smaller not for profit community group would not require the course to be closed to the public as would a larger group that would need a simultaneous tee off time known as a Shotgun Start.
- The group would receive the benefit of being able to schedule an outing event for a smaller group than is currently permitted at the Town Course and do so at a reduced fee of \$50.00.

Terms and Conditions:

- Would be open to Town of Oyster Bay based not for profit groups with no more than 48 players.
- The cost would be \$50.00 per player for 18 holes of golf with a motorized cart.
- Would be held on weekday afternoons, (typically on Tuesdays and Wednesdays), with consecutive Tee Times scheduled after 12 PM.
- The group would receive pre-scheduled consecutive tee-off times which would commence after 12 PM.
- The Golf Course would be open to the public with normally scheduled tee times available to the public the morning before the Alternative Outing and the Afternoon of the Alternative Outing. There would be no shot-gun start.

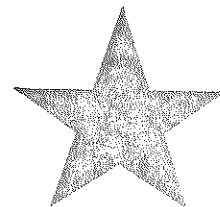
NOT FOR PROFIT OUTINGS HELD ON MONDAYS

Minimum of 100 players is required to have an outing scheduled. In addition, a \$500.00 non-refundable deposit must be submitted at the time that the outing contract is signed. The full outing fee for the total number of players or a minimum fee of \$7,500 for the cost of the required number of 100 players must be received prior to the outing.

If a group has been unable to make the minimum requirement for two (2) consecutive years the following options may be offered as an alternative to cancellation:

1. Reschedule a group to early Spring or late Fall, making the prime season dates available to groups which meet or exceed the 100 player requirement.
2. Combine groups with less than the required players and schedule on the same day. The "combined" outing will meet the required minimum and serve two groups.

PRIVATE OUTINGS



Private outings will be offered on Tuesday through Sunday afternoon at a cost of \$90.00 for weekdays and \$125.00 for weekends.

Maximum number of players permitted will be 48, unless authorized by the Commissioner of Parks. Payment will be accepted on the morning of outing.

LEAGUE MEMBERSHIP

Membership will provide members of the Men's and Women's Clubs the opportunity to participate in a town league under the membership fees and regulations outlined below.

WEEKDAY MEN'S AND WOMEN'S GOLF LEAGUE MEMBERSHIP

The Town will sponsor a men's league on Wednesdays, and a women's league on Thursdays. The leagues will begin the first week of May and run until October. To be eligible, all participants must be a Town of Oyster Bay member, a Town of Oyster Bay Tee-Time member, and USGA GHIN Handicap System member. Each league will have a maximum of 48 players.

All appropriate greens and cart fees apply for participants. The league would begin tee-off at 9:00 A.M. The fee for the league membership would be an additional cost of \$125.00, distributed as follows:

League Fee: \$125.00

- A.) \$62.50 Town of Oyster Bay Tee-Time System.
- B.) \$62.50 Special events fund; for the cost of trophies, shirts and materials.

WEEKEND GOLF LEAGUE MEMBERSHIP

A league established for men, to be held on Saturday morning, will begin the third week of April, and continue through October for a total of 28 weeks.

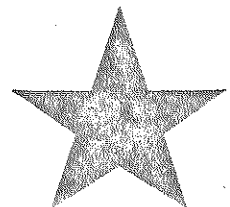
The league tee-off time will be 9:30 AM. The maximum number of players permitted in the league is 48.

All players must also be a Town of Oyster Bay Golf Course member, a Town of Oyster Bay Tee-Time member, and belong to the USGA GHIN Handicap System. All appropriate daily fees apply. The weekend golf league membership fee will be an additional cost of \$325.00 per player, distributed as follows:

- A.) \$162.50 Town of Oyster Bay Tee-Time System
- B.) \$162.50 Special events fund; for the cost of trophies, shirts and Tournament materials

WEEKEND RATE ON FRIDAY

The weekend daily fee schedule will apply on Fridays for all fees, except Senior Resident Members and Senior Resident Non-Member.

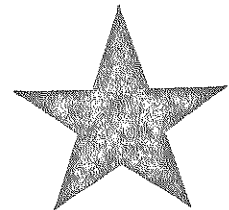


TOWN OF OYSTER BAY GOLF COURSE REGULATIONS

1. To prove residency, the Parks Department will issue a Resident ID for \$5.00. Replacement ID and Membership Cards are also \$5.00.
2. If a member does not present to the cashier a resident or member ID for the people they wish to sign up, they must present two satisfactory proofs of residency, one containing a photo such as a driver's license, plus a car registration, utility bill, tax bill, etc., in order to be charged the resident or member fee.
3. A senior citizen is one who has attained the age of (60) years prior to Labor Day.
4. A junior is one who has not attained the age of (21) years.
5. Any player can make a reservation in advance of the requested date of play. The fee for this reservation is \$5.00 at all times.
6. The player who reserves the tee time must play in the group.
7. Tee-time bookings start prior to the date requested at 12:00AM for a \$5.00 per player fee.
8. No reservation can be made less than 24 hours in advance of the requested date of play. Members of the Town of Oyster Bay Golf Course can make two (2), thirty (30) day in advance reservations in addition to the five (5) days in advance privileges. No player can hold more than two (2), thirty (30) day reservation at one time. The fee for these reservations is \$5.00. Reservations can be made online or on the telephone reservation system.
9. If a tee-time is cancelled less than 24-hours in advance, the player reservation fee will not be waived.
10. Failure to cancel a tee-time will result in a loss of reservation rights until full payment of all applicable reservation and green fees are paid. All photo I.D.'s must be presented to the cashier before tickets are purchased and shown to the starter 15 minutes prior to tee time.
11. All greens fees must be paid one hour prior to tee-off or tee time will be forfeited with applicable greens fees will be charged.
12. If a member has paid for his group's tee-time and one (1) member is a "no show" in his group, a rain check will be issued to the member; if the "no show" spot can be filled with another player.

GENERAL

1. Any golfer, who arrives to play and does not have the proper identification, will be charged non-resident rates.
2. Each player must have their own bag and at least 5 clubs.
3. Daily receipt is required to play golf and must be presented to golf staff upon request.
4. USGA rules shall govern all play, except for any local rules shown on scorecards or posted at the starters shack.
5. Daily receipt will entitle holder to one round of golf.
6. There will be absolutely no refunds or adjustments made from the cash register. A formal request for a refund must be submitted in writing to the Commissioner of Parks.
7. All golfers will begin on the 1st tee, unless otherwise directed by the starter.
8. Golf and cart tickets must be carried during play and presented to authorized personnel upon request.
9. When an open hole lies ahead, slower moving players shall permit faster moving players to play through.



GENERAL (continued)

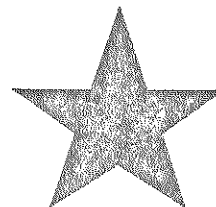
10. The Town of Oyster Bay will not be responsible for any accident incurred on the course. All players shall play at their own risk.
11. The Town of Oyster Bay will not be responsible for the loss or damage of personal property. Lost and found articles will be kept for one week and if not claimed, they will then be turned over to the Nassau County Police Department in conformance with article 7B of the Personal Property Law.
12. Minimum age to play the golf course is fifteen (15) years, without an adult, ten (10) years, accompanied by an adult.
13. The course will be closed Mondays, except holidays, when the course will be closed on Tuesdays, except when scheduled otherwise by the Commissioner of Parks or his designee.
14. Holiday rates will be in effect on National Holidays falling between May 1st and October 31st.
15. Green fees will be halved when the majority of play is on temporary greens and tees.
16. All non-playing guests (limit one (1) per foursome) must purchase appropriate greens fee.
17. Golfers will be allowed to tee-off at the 10th hole and play the back nine for A discounted price. The days of play will be established by the Commissioner of Parks or his designee.
18. The first tee-time will commence with sunrise or as close to sunrise, as conditions permit.
19. The tee-time schedule may be adjusted subject to the Commissioner of Parks or his designee.
20. Scheduling for private golf outings, tee-time hours and discounted price play can be adjusted during the season subject to the prior approval of the Commissioner of Parks or his designee. All adjustments are subject to availability of playing time and current course conditions.
21. The minimum requirement of 100 players for Not-For-Profit Outings can be adjusted subject to the approval of the Commissioner of Parks or his designee.

GREEN FEES/CART POLICY

1. Player must have a driver's license to rent a gas cart and sign the appropriate rental agreement.
2. No one will be permitted on the golf course without a green fees ticket/receipt.
3. Green fees ticket/receipts will be sold only to a player personally presenting his/her golf membership.
4. Each player must personally register and sign in with the starter and present proper ID upon request.
5. Green fees and golf cart receipts must be shown to rangers, golf managers and others who have the authority to enforce the rules.
6. A golf cart/ticket receipt must be purchased to obtain a cart.
7. Golf cart drivers must have a driver's license.
8. Cart driver and passenger are responsible for adherence to the rules.
9. Users of golf carts shall use same at their own risk.
10. Renters of golf carts shall be responsible for any damages to the cart or damage caused by the cart.
11. All carts must remain a minimum of thirty feet from all greens.

DRESS CODE

1. All players must be appropriately dressed.



DRESS CODE (continued)

2. Spike less golf shoes are mandatory footwear for all players at the Oyster Bay Golf Course. Footwear, with any form of metal or ceramic golf spikes is prohibited. Violation of this regulation can result in removal of golf course privileges.

RAIN CHECK

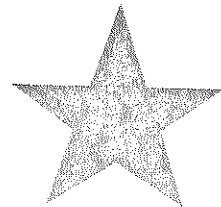
1. Rain checks will only be issued and approved by a manager, and only after the completion of all the necessary forms.
2. Applicability
 - a. Rain check(s) may be issued in the event of rain, prior to tee-off when the player(s) voluntarily chooses not to tee-off for applicable cart fees and greens fees.
 - b. Rain check(s) may be issued when it rains after play has begun for applicable cart fees, greens fees and tee time fees when the Greens Keeper closes the course.
 - c. Rain check(s) may be issued for applicable cart fees and greens fees when the Greens Keeper closes the course.
3. All rain checks must be used within one year of issuance. Those not used become void with no refunds offered or available unless otherwise authorized by the Commissioner of Parks.

ETIQUETTE

1. In the event that a ball is hit in the direction of other players a warning shout of "FORE" is mandatory.
2. Ball marks made on the green must be properly repaired.
3. Divots taken in the fairway and rough must be properly repaired.
4. Bunkers must be raked and smoothed, eliminating any trace of divot or foot print.
5. In the interest of all players, players should play without delay and keep pace with the group ahead.
6. Entry into environmentally protected areas is prohibited.
7. Maximum lost ball search time is five minutes.
8. Place golf bags or carts at side of green nearest to next tee.

RULES VIOLATIONS

1. All players in a group may be equally responsible for any infraction of the rules committed by one member of the group.
2. Failure to follow ranger or other officials; warning or direction may result in your being cited for infraction of rules with possible suspension of playing privileges or loss of membership. Rule violators are subject to penalties deemed appropriate by the Director of Golf.
3. Intentional or careless damage to property or violations of rules may result in revocation of all playing privileges, including memberships.



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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: April 12, 2018

SUBJECT: The Honorable Joseph Colby Town of Oyster Bay Golf Course Fees,
Rules and Regulations


On April 4, 2017, the Town Board adopted Resolution 175-2017 establishing the fee schedule, rules and regulations for The Honorable Joseph Colby Town of Oyster Bay Golf Course.

All fees, rules and regulations adopted pursuant to Town Board Resolution 175-2017 remain unchanged with the following exceptions:

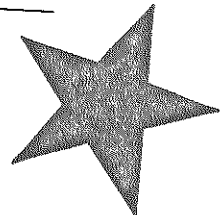
- Fees
 - Resident fees will be revised according to the fee schedule attached in Addendum "A".
 - Non-Resident fees will be revised according to the fee schedule attached in Addendum "A".
- Rules and Regulations
 - Rules and Regulations will be revised according to the attached in Addendum "B".



The Department of Parks respectfully recommends Town Board approval of the amended fee schedule as noted in Addendum "A" and Rules and Regulations as noted in Addendum "B".

The fees, rules and regulations, adopted pursuant to this docket memorandum shall remain in effect up to and until they are amended or modified by the Town Board upon recommendation by the Commissioner of Parks.


Joseph G. Pinto
Commissioner

JGP:GS:ld
Attachment
cc: Town Attorney (+ 7 copies)



 Reviewed By
Office of Town Attorney


WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated April 12, 2018, requested that the Town Board appoint Donald Mackenzie, Esq., 117 Kellogg Street, Oyster Bay, NY 11771, as counsel to the Zoning Board of Appeals for the Town of Oyster Bay, effective *nunc pro tunc* from March 15, 2018, at an annual salary of \$17,370.00; and

WHEREAS, funds for said annual salary are available in Account No. PAD B 8010 11000 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Donald Mackenzie, Esq is hereby appointed as counsel to the Zoning Board of Appeals for the Town of Oyster Bay, at an annual salary of \$17,370.00, effective *nunc pro tunc* from March 15, 2018; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to pay Mr. Mackenzie's salary from Account No. PAD B 8010 11000 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

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TOWN OF OYSTER BAY

Inter-Departmental Memo

APRIL 12, 2018

TO: MEMORANDUM DOCKET

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

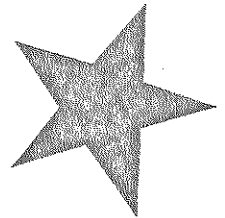
SUBJECT: COUNSEL FOR ZONING BOARD OF APPEALS

It is hereby requested that Donald Mackenzie of 117 Kellogg Street, Oyster Bay, NY 11771 be appointed as counsel to the Zoning Board of Appeals at a yearly salary of \$17,370.00 effective nunc pro tunc to March 15, 2018.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM /dm
Attachments

cc: Legislative Affairs (w/ 7 copies)




Meeting of April 24, 2018

Resolution No. 283-2018

RESOLVED, That the Town Clerk is hereby directed to advertise a notice of an application for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or other mooring, submitted by Edwin A. Goodman, pursuant to the Code of the Town of Oyster Bay, Chapter 241, "Waterways", Section 241-33, "Processing of Applications". The subject property is located at 91 Cove Road, Oyster Bay Cove, New York 11771, also known as Section 27, Block D, Lot 11 on the Nassau County Land and Tax Map.

-#-

7/24/18
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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Environmental Resources
Town Clerk

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, that pursuant to the Code of the Town of Oyster Bay, Chapter 241, "Waterways", Section 241-33, "Processing of Applications", the Town Board is in receipt of an application for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or other mooring in the waterways within the jurisdiction of the Town. Said application is described as follows: **EDWIN A. GOODMAN**, for a permit to erect, maintain, alter or improve a dock, pier, bulkhead, float or other mooring. **Specification:** Relocate an existing floating dock 8' x 16' and ramp 3' x 20' from alongside of the existing pier to be perpendicular to the end of that existing pier requiring the installation of four (4) new pilings at the end of the existing pier. Repair in kind 216 linear feet of existing pier and walk ways. The subject property is located at 91 Cove Road, Oyster Bay Cove, New York 11771, also known as Section 27, Block D, Lot 11 on the Nassau County Land and Tax Map. The petition filed in connection with the abovementioned application, together with all maps and documents which accompany it, are on file, and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Offices of the Town Clerk, in Oyster Bay and Massapequa. Any person interested in the subject matter of said application must submit any written comments to the Town Board for its review prior to the determination of such application. Kindly address any such communication to the Office of the Town Clerk, Town Clerk, Town Hall, 54 Audrey Avenue Oyster Bay, New York 11771, on or before May 31, 2018.

TOWN BOARD OF THE TOWN OF OYSTER BAY, JOSEPH S. SALADINO, Town Supervisor, **JAMES ALTADONNA JR.**, Town Clerk. Dated: April 24, 2018, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DATE: APRIL 12, 2018

TO: MEMORANDUM DOCKET

FROM: CAROL ANN STRAFFORD, DIRECTOR, LEG. AFFAIRS

THRU: JOSEPH NOCELLA, TOWN ATTORNEY

SUBJECT: APPLICATION OF EDWIN A. GOODMAN TO ERECT,
MAINTAIN, IMPROVE, AND/OR REPAIR A DOCK,
FLOAT, BULKHEAD OR OTHER MOORING,
91 COVE ROAD, OYSTER BAY, NY

FILE # D-3-2017 SEC. 27 BLK D LOT 11

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

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

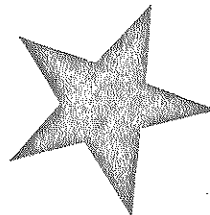
Request is also made for the Town Attorney to prepare the necessary "Public Notice of Application" and Resolution directing the Town Clerk to advertise said Notice.

JOSEPH NOCELLA
TOWN ATTORNEY



CAROL ANN STRAFFORD
DIRECTOR
LEGISLATIVE AFFAIRS

CAS:dr
Cc: Town Attorney (with 7 copies)



Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 16, 2018, requested that the Town Board authorize the Town to enter into a State of New York Master Contract for Grants with the New York State Department of State in order to receive funding under the Local Waterfront Revitalization Program, which funding may provide up to \$25,000.00 in reimbursement for the completion of a Town of Oyster Bay Local Waterfront Revitalization Plan, which will identify strategies for the Town to increase coastal resilience, develop strategies to address impacts of climate change, provide greater connectivity between downtowns to the waterfronts, and develop downtown revitalization strategies,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor and/or his designee is hereby authorized to enter into a New York Master Contract for Grants with the New York State Department of State in order to receive funding under the Local Waterfront Revitalization Program, which funding may provide up to \$25,000.00 in reimbursement for the completion of a Town of Oyster Bay Local Waterfront Revitalization Plan.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

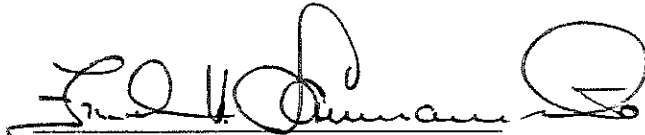
FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: APRIL 16, 2018

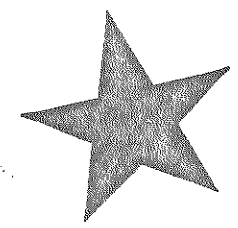
SUBJECT: SUPPLEMENTAL MEMORANDUM TO MD 4/10/18; ITEM # 19
NYS ENVIRONMENTAL PROTECTION FUND
LOCAL WATERFRONT REVITALIZATION PROGRAM

The Town of Oyster Bay has been approved to receive Local Waterfront Revitalization Program funding provided through the New York State Department of State. This grant funding may provide up to \$25,000.00 in reimbursement for the completion of a Town of Oyster Bay Local Waterfront Revitalization Plan (Plan). The Plan will identify strategies for the Town to increase coastal resiliency, develop strategies to address impacts of climate change, provide greater connectivity between downtowns to the waterfronts, and develop downtown revitalization strategies. Receipt of this grant funding is contingent upon the execution of a State of New York Master Contract for Grants between the Town of Oyster Bay and the New York State Department of State.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into a State of New York Master Contract for Grants with the New York State Department of State to be negotiated and approved by the Town Attorney and further authorize the Supervisor and/or his designee to execute said Agreement and all other documents in connection with this project.


Frank V. Sammartano,
Commissioner

cc: Town Attorney w/ 7copies



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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO


TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: APRIL 9, 2018

SUBJECT: NYS ENVIRONMENTAL PROTECTION FUND
LOCAL WATERFRONT REVITALIZATION PROGRAM

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of April 24, 2018. Details will follow by supplemental memorandum.



Frank V. Sammartano
Commissioner



cc: Town Attorney w/7 copies

WHEREAS, Joseph Nocella, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated April 18, 2018, recommend that the Town's Excess General and Automobile Liability Insurance coverage be obtained through Allied Public Risk through Salerno Brokerage Corp. at a premium of \$178,413 for the policy period of May 1, 2018 to May 1, 2019, with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000,

NOW THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to obtain the Town's Excess General and Automobile Liability Insurance coverage from Allied Public Risk for the policy period of May 1, 2018 to May 1, 2019 for an annual premium of \$178,413; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim therefor, after audit, with funds to be drawn from Account No. TWN AMS 1910 43010 602 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Nay
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller

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Town of Oyster Bay

Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: April 18, 2018

SUBJECT: Excess General and Automobile Liability Insurance
Supplemental to Memorandum Docket Item No. 42 of April 10, 2018

The Town of Oyster Bay is self-insured for general and automobile liability since May 1985. It has been the Town's policy to procure excess general liability and automobile liability insurance, so to protect the Town against the possibility of liability or judgment exceeding the Town's self-insured retention limit of one million dollars (\$1,000,000).

The Town received four quotes through Salerno Brokerage Corp. for a general liability and automobile liability coverage for the 2018-2019 policy period commencing May 1, 2018. Four additional insurance carriers declined to extend a quotation for coverage, or provided a quote significantly higher than the current premium of \$178,330 for the 2017-2018 policy year. One quote, for insurance procurement through Allied Public Risk, provided the best coverage and lowest premium for general liability and automobile liability coverage for the 2018-2019 policy period.

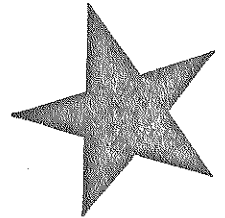
Therefore, this Office recommends that the Town's Excess General Liability and Automobile Liability coverage for the policy year May 1, 2018 to May 1, 2019 be procured through Allied Public Risk at a renewal premium of \$178,413. Funds are available in Account No. TWN AMS 1910 43010 602 0000 000.

JOSEPH NOCELLA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JAL:jl
Attachment
Town Attorney (w 7/copies)

S:\Attorney\RESOS 2018\MD & Reso\2018-2019 Excess GLandAuto.docx



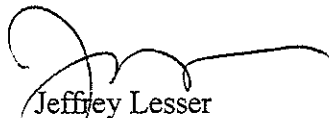
42

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : April 18, 2018
SUBJECT: Procurement of General Liability and Automobile Coverage

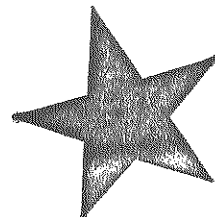
Please reserve space on the Town Board Calendar of April 24, 2018 for a resolution regarding procurement of the general liability and automotive coverage. Additional information will be forwarded to the Docket by supplemental memorandum.

JOSEPH NOCELLA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JAL:jl
Attachment
Town Attorney (w 7/copies)

S:\Attorney\RESOS 2018\Liability and Automotive Added Starter.doc



WHEREAS, pursuant to public notice, bids were duly and regularly received for Requirements Contract for General Reconstruction Throughout the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. HGR17-162, and said bids were publicly opened and read on April 4, 2018; and

WHEREAS, the lowest responsive weighted bid submitted was that of Pratt Brothers, Inc., 45 South 4th Street, Bay Shore, New York 11706; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated April 6, 2018 and April 16, 2018, and LiRo Engineers, Inc., by letter dated April 13, 2018, recommended that the bid as hereinabove set forth be accepted and awarded for a one-year term with the option for four (4) one-year extensions, such options to be exercised at the sole discretion of the Town Board; and

WHEREAS, Commissioner Lenz, by memorandum dated April 16, 2018, advised that the estimated annual value of the contract is \$5,000,000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth, are accepted, and Contract No. HGR17-162 shall be awarded to Pratt Brothers, Inc., in accordance with the provisions thereunder, for a one-year term from date of award, for an amount not to exceed \$5,000,000 with the option for four (4) one-year extensions, such options to be exercised at the sole discretion of the Town Board.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway
General Services

7/18
Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 16, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 32
DOCKET OF APRIL 10, 2018
AWARD OF CONSTRUCTION CONTRACT
REQUIREMENTS CONTRACT FOR GENERAL RECONSTRUCTION
THROUGHOUT THE TOWN OF OYSTER BAY
CONTRACT NO. HGR17-162

In furtherance to Item No. 32 of the docket of April 10, 2018, on April 4, 2018, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Pratt Brothers, Inc. submitted the lowest responsive weighted bid among three (3) in the corrected amount of \$5,940,579.89. This amount reflects the weighted total of all items within this Requirements Contract.

Attached is a letter dated April 13, 2018 from the office of LiRo Engineers, Inc. recommending the award of this contract to Pratt Brothers, Inc. The estimated annual value of this contract is \$5,000,000.00. Requests for funding authorizations relative to this contract will be submitted by separate docket items.

The base term of the subject contract is one year from date of award. At the Town's option this contract can be extended for up to four (4) individual one-year terms.

We concur with the recommendation of LiRo Engineers, Inc. and request that Contract No. HGR17-162 be awarded to Pratt Brothers, Inc. for the initial base term of one year with an estimated annual contract value of \$5,000,000.00.

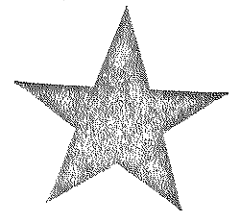

RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/lk
Attachments

cc: Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, Public Works

HGR17-162 DOCKET AWARD SUPP





LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

13 April 2018

Mr. Richard W. Lenz, P.E.
Commissioner of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, N. Y. 11791

Attention: Matt Russo

Re: Requirements Contract for General Reconstruction
Throughout the Town of Oyster Bay
Contract No. HGR17-162
PW 022-18
Bid Review

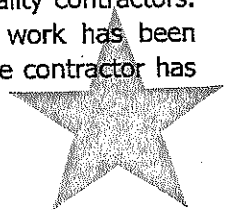
To Whom It May Concern:

Bids were received on the referenced project on April 4, 2018. Three contractors submitted proposals.
The were as follows:

Pratt Brothers, Inc. 45 S 4th St Bay Shore, NY 11706	\$5,940,579.89
Thomas Novelli Contracting Corp. 350 Lexington Ave Oyster Bay, NY 11771	\$8,424,950.00
Woodstock Construction Group LTD. 350 Lexington Ave Oyster Bay, NY 11771	\$11,305,300.00

We reviewed the bids and found that Pratt Brother's original bid total of \$5,964,575.89 was incorrectly totaled up. Pratt Brothers has submit a letter to the Town after the bid to make them aware of this. After reviewing their bid sheet LiRo has found that the prices in words match the prices in numbers for each of the line items. Pratt Brothers inadvertently used \$60.00 as the unit price for item no. 5TFSX Trench Borrow Fill – Stone. However, the unit price submitted in the bid was \$0.01 resulting in a discrepancy of \$23,996.00. After correcting Pratt Brother's math error on their bid sheet, LiRo has determined that they are still the lowest bidder.

The bid results had a wide range from \$5,940,579.89 to \$11,305,300.00 with three quality contractors. Review of the low bidder's references indicates that Pratt Brothers, Inc. quality of work has been satisfactory and that they would and have used them again on additional projects. The contractor has experience in paving and concrete work similar to the scope of this project.





LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

Based on the above analysis we recommend award of this contract to Pratt Brothers, Inc. in the amount of \$5,940,579.89.

If you have any questions or require any further information, do not hesitate to contact me.

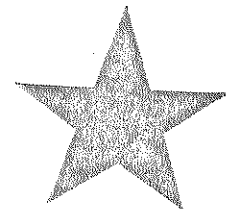
Very truly yours,

LiRo Engineers, Inc.

Michael Kwaschyn, P.E.
Vice President

MR:tg

Enclosures



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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 6, 2018


TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
REQUIREMENTS CONTRACT FOR GENERAL RECONSTRUCTION
THROUGHOUT THE TOWN OF OYSTER BAY
CONTRACT NO. HGR17-162
SUPPLEMENTAL MEMO TO FOLLOW

On April 4, 2018 the Division of Purchasing received bids for the above-referenced contract. The bids received are currently under review by the Division of Engineering. A formal recommendation of award will be provided by supplemental memorandum docket.

It is hereby requested that a space be reserved at the Town Board meeting of April 24, 2018 for the Town Board to take action to award Requirements Contract for General Reconstruction Throughout the Town of Oyster Bay, Contract No. HGR17-162.


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


RWL/JCT/MR/lk

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

HGR17-162DOCKET AWARD RESERVE

WHEREAS, pursuant to Domestic Relations Law Section 11-C, the Town Board is authorized to appoint one or more marriage officers, who shall be authorized to solemnize a marriage in accordance with the provisions of law; and

WHEREAS, Joseph S. Saladino, Supervisor, by memorandum dated April 16, 2018, has requested that the Town Board appoint him to serve as a marriage officer, in order to perform a wedding ceremony without fee, on Saturday, May 12, 2018,

NOW, THEREFORE, BE IT RESOLVED, That pursuant to New York State Domestic Relations Law Section 11-C, the Town Board hereby appoints Supervisor Joseph S. Saladino to serve as a marriage officer of the Town of Oyster Bay on Saturday, May 12, 2018.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

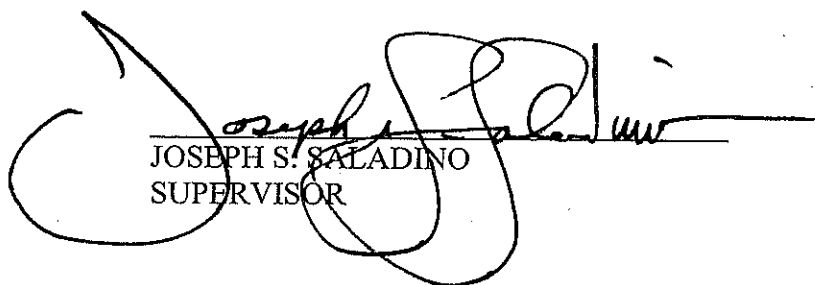
41

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Supervisor
DATE : April 16, 2018
SUBJECT: Marriage Officer

I, Joseph S. Saladino, Town Supervisor, am seeking Town Board approval to be appointed as a marriage officer so that I may perform a wedding ceremony without fee, on Saturday, May 12, 2018.

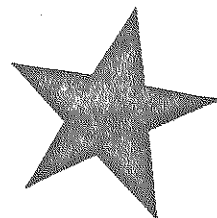
Please place this matter on the action calendar for the Town Board meeting scheduled for April 24, 2018.


JOSEPH S. SALADINO
SUPERVISOR

JSS:st

cc: Town Attorney (w/7 copies)

S:\Attorney\RESOS 2018\MD & Reso\MD Marriage Officer Saladino TMS.docx



WHEREAS, pursuant to public notice, bids were duly solicited and regularly received for Construction Contract relative to the Expansion of Ellsworth W. Allen Park-Phase 1 in accordance with the specifications contained in Contract No. DP17-167-PH1, and said bids were publicly opened and read on April 4, 2018; and

WHEREAS, the lowest responsible bid submitted was that of Pioneer Landscaping and Asphalt Paving, Inc., 168 Townline Road, Kings Park, New York 11754, with a bid in the amount of \$2,962,404.35; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated April 6, 2018 and April 16, 2018, and LiRo Engineers, Inc., by letter dated April 10, 2018, recommended that the bid as hereinabove set forth be accepted,

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. DP17-167-PH1 shall be awarded to Pioneer Landscaping and Asphalt Paving, Inc., in the amount of \$2,962,404.35, in accordance with the provisions thereunder; and be it further

RESOLVED, that in accordance with Town policy, the amount of \$148,120.22 shall be encumbered for potential quantity increases, for a total bid encumbrance in the amount of \$3,110,524.57; and be it further

RESOLVED, that funds are available to satisfy the encumbrance in the amount of \$2,500,000.00 from Account No. PKS H 7197 20000 000 1802 001 and PKS H 7197 20000 000 1502 001 in the amount of \$610,524.57.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Parks
General Services

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 16, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 34
DOCKET OF APRIL 10, 2018
AWARD OF CONSTRUCTION CONTRACT
EXPANSION OF ELLSWORTH W. ALLEN PARK - PHASE 1
CONTRACT NO. DP17-167-PH1
ACCOUNT NO. PKS H 7197 20000 000 1802 001, PROJECT ID 1802PKSA-02
PKS H 7197 20000 000 1502 001, PROJECT ID 1502PKSA-13

In furtherance to Item No. 34 of the docket of April 10, 2018, on April 4, 2018, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Pioneer Landscaping and Asphalt Paving, Inc. submitted the lowest responsive bid among four (4) in the corrected amount of \$2,962,404.35.

Attached is a letter dated April 10, 2018 from the office of LiRo Engineers, Inc. recommending the award of this contract to Pioneer Landscaping and Asphalt Paving, Inc. in the amount of \$2,962,404.35. In accordance with Town policy \$148,120.22 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$3,110,524.57.

The estimated construction time for completion of the subject contract is 150 calendar days. Funds are available for the subject contract work in Account No. PKS H 7197 20000 000 1802 001 in the amount of \$2,500,000.00 and PKS H 7197 20000 000 1502 001 in the amount of \$ 610,524.57.

We concur with the recommendation of LiRo Engineers, Inc. and request that Contract No. DP17-167-PH1 be awarded to Pioneer Landscaping and Asphalt Paving, Inc. in the total bid amount of \$2,962,404.35 and that \$148,120.22 be applied to the low bid amount for a total bid encumbrance of \$3,110,524.57.



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


RWL/JCT/MR/lk
Attachments

cc: Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Joseph Pinto, Commissioner/Parks
Kathy Stefanich, Public Works

DP17-167-PH1 DOCKET AWARD SUPP





LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

10 April 2018

Mr. Richard W. Lenz, P.E.
Commissioner of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, N. Y. 11791

Attention: Matt Russo

Re: Expansion of Ellsworth W. Allen Park – Phase 1
Located in Farmingdale, New York
Contract No. DP17-167-PH1
PW 026-18
Bid Review

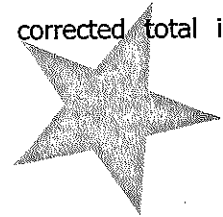
To Whom It May Concern:

Bids were received on the referenced project on April 4, 2018. Four contractors submitted proposals. The three lowest bids were as follows:

Pioneer Landscaping and Asphalt Paving, Inc. 168 Townline Rd. Kings Park, NY 11754	\$2,962,404.35
Laser Industries, Inc. 1775 Middle Country Rd. Ridge, NY 11961	\$3,299,239.00
Allen Industries, Inc. 510 Broadway Amityville, N.Y. 11701	\$3,382,192.00

We reviewed the bids and found that Pioneer's original bid total of \$2,400,966.35 was incorrectly totaled up. Pioneer immediately contacted the Town after the bid to make them aware of this. After reviewing their bid sheet LiRo has found that the prices in words match the prices in numbers for each of the line items. Pioneer inadvertently added \$562.00 to their total for Item No. 990 Prefabricated Bathroom Building. After adding the correct number of \$562,000.00 to the total for Item No. 990 their correct bid total was \$2,962,404.35. After correcting Pioneer's math error on their bid sheet, LiRo has determined that they are still the lowest bidder.

The engineer's estimate for the project is \$3,898,042.50. The lowest bidder's corrected total is \$2,962,404.35, \$935,638.15 below the engineer's estimate.





LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

The bid results were very competitive with quality contractors and ranged from \$2,962,404.35 to \$3,572,186.75. The range of bids indicates that the low bid is a fair price for the work and schedule proposed.

Review of the low bidder's references indicates that Pioneer Landscaping and Asphalt Paving, Inc. quality of work has been satisfactory and that they would and have used them again on additional projects. The contractor has experience in paving and concrete work similar to the scope of this project.

Based on the above analysis we recommend award of this contract to Pioneer Landscaping and Asphalt Paving, Inc. in the amount of \$2,962,404.35.

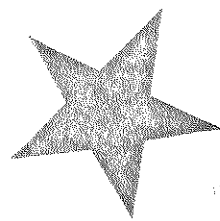
If you have any questions or require any further information, do not hesitate to contact me.

Very truly yours,

LiRo Engineers, Inc.

Michael Rennard, P.E.
Vice President

MR:tg
Enclosures





Landscaping & Asphalt Paving, Inc.

168 Townline Rd., Kings Park, NY 11754 • Tel: (631) 269-4300 • Fax: (631) 528-0030

4/10/18

Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, NY 11791


Attn: Mr. Matthew Russo

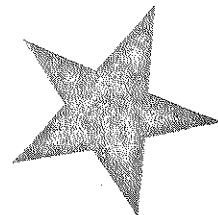
RE: Expansion of Ellsworth W. Allen Park – Phase 1
Contract # DP17-167-PH1
Farmingdale, NY

Dear Mr. Russo,

Per our meeting on Monday, April 9, 2018, Pioneer is confirming that the amount of \$2,962,404.35 is the correct amount for our bid.

Sincerely,


Scott C. Vella
Chief Estimator



Pioneer Landscaping & Asphalt Paving, Inc.

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 6, 2018

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
EXPANSION OF ELLSWORTH W. ALLEN PARK – PHASE 1
CONTRACT NO. DP17-167-PH1
SUPPLEMENTAL MEMO TO FOLLOW

On April 4, 2018 the Division of Purchasing received bids for the above-referenced contract. The bids received are currently under review by the Division of Engineering. A formal recommendation of award will be provided by supplemental memorandum docket.

It is hereby requested that a space be reserved at the Town Board meeting of April 24, 2018 for the Town Board to take action to award Expansion of Ellsworth W. Allen Park – Phase 1, Contract No. DP17-167-PH1.



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


RWL/JCT/MR/ik

- c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Daniel Haas, Division of Engineering
Kathy Stefanich, DPW/Administration

DP17-167-PH1 DOCKET AWARD RESERVE

WHEREAS, ST. MARY'S SYRO MALABAR CHURCH, fee owner, previously requested Site Plan Approval to construct a 70 foot wide by 102 foot long (7,128 square foot), one-story multi-purpose room addition to the existing house of worship located on premises located at 926 Round Swamp Road, Old Bethpage, Town of Oyster Bay, County of Nassau, New York, located in an R1-10 (One Family Residence) zoning district, known and designated as Section 47, Block 67, Lot 2, on the Land and Tax Map of Nassau County, which approval was granted by Resolution No. 550-2017, adopted on September 12, 2017; and

WHEREAS, ST. MARY'S SYRO MALABAR CHURCH, has now requested approval for an amended Site Plan, proposing minor interior alterations on the first floor, a 10 foot wide by 20.8 foot long two story stairwell addition, an exterior stairway leading from grade to the second floor and a 36.3 foot long by 7.6 foot wide second floor addition; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated April 16, 2018, has advised that the Department of Planning and Development has reviewed the following seven (7) plans prepared by David N. Bilow, R.A., Bilow Garret Group Architects and Planners, P.C., Ridgefield Park, New Jersey:

SHEET NO.	TITLE	PREPARED BY	DATE
SP-100-G	SITE PLAN	David N. Bilow, R.A.	04/04/2018
SP-102	LANDSCAPING PLAN	David N. Bilow, R.A.	04/04/2018
SP-103	SITE LIGHTING PLA 04/10/2018	David N. Bilow, R.A.	
A-100-G	GROUND FLOOR PLAN	David N. Bilow, R.A.	10/24/2017
A-101	SECOND FLOOR PLAN	David N. Bilow, R.A.	10/24/2017
A-200	BUILDING ELEVATIONS	David N. Bilow, R.A.	5/24/2017
A-201	BUILDING ELEVATIONS	David N. Bilow, R.A.	11/20/2017

WHEREAS, said Commissioner further reported that the plans submitted 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 plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the request of ST. MARY'S SYRO MALABAR CHURCH, fee owner, for Site Plan Approval to construct minor interior alterations on the first floor, a 10 foot wide by 20.8 foot long two story stairwell addition, an exterior stairway leading from grade to the second floor and a 36.3 foot long by 7.6 foot wide second floor addition to the existing house of worship located on premises located at 926 Round Swamp Road, Old Bethpage, Town of Oyster Bay, County of Nassau, New York, located in an R1-10 (One Family Residence) zoning district, known and designated as Section 47, Block 67, Lot 2, on the Land and Tax Map of Nassau County, be APPROVED, and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated April 16, 2018, the seven (7) plans described hereinabove 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 Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

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Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: April 16, 2018

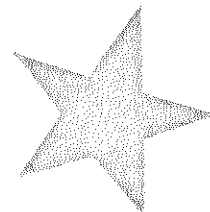
SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 36
DOCKET OF APRIL 10, 2018
SITE PLAN REVIEW AND APPROVAL
ST. MARY'S SYRO MALABAR CHURCH
926 ROUND SWAMP ROAD
OLD BETHPAGE, NEW YORK 11804
SECTION 47, BLOCK 67, LOT 42

This Department has been reviewing amended plans for a previously approved Site Plan Application for the above-captioned project. The Department has reviewed the amended plans with regard to section, block and lot designation, zoning classification, existing variances, zoning violations and required off-street parking. The Department's review is made pursuant to Section 246-6.2.2.3 which requires Town Board Site Plan Approval prior to the issuance of a building permit (without the need of a public hearing) and after the approval from the Planning Advisory Board (P.A.B. Resolution Number(s) 8-2016 and 6-2017 attached) and Section 246.6 (Site Plan Review) of the Code of the Town of Oyster Bay.

The applicant obtained Site Plan Approval from the Town Board on September 12, 2017 (Town Board resolution number 550-2017 attached) for a 70 foot wide by 102 foot long 7,128 square foot one story multi-purpose room addition to an existing church located in an "R1-10" Residential District. The applicant has submitted amended plans proposing minor interior alterations on the first floor, a 10 foot wide by 20.8 foot long two story stairwell addition, an exterior stairway leading from grade to the second floor and a 36.3 foot long by 7.6 foot wide second floor addition.

As a result of a community meeting, held after the November 29, 2017 Planning Advisory Board Meeting, the church has agreed to the following:

- Provide a landscaped buffer along the southern property line.
- Reduce the lighting along the existing northern and southern access roadways.
- Pay for fencing up to the cost of a stockade fence along the southern property line. Any upgrade to vinyl fencing will be paid by the adjoining homeowner.
- Provide landscaping on neighboring lot number 32.



Seven (7) amended plans prepared by David N. Bilow, R.A., Bilow Garret Group Architects and Planners, P.C, Ridgfield Park, NJ, have been submitted for approval. The plans are as follows:

SHEET NUMBER/TITLE	PREPARED BY	LAST REVISED
SP-100-G SITE PLAN	DAVID N. BILOW, R.A.	04/04/2018
SP-102 LANDSCAPING PLAN	DAVID N. BILOW, R.A.	04/04/2018
SP-103 SITE LIGHTING PLAN	DAVID N. BILOW, R.A.	04/10/2018
A-100-G GROUND FLOOR PLAN	DAVID N. BILOW, R.A.	10/24/2017
A-101 SECOND FLOOR PLAN	DAVID N. BILOW, R.A.	10/24/2017
A-200 BUILDING ELEVATIONS	DAVID N. BILOW, R.A.	05/24/2017
A-201 BUILDING ELEVATIONS	DAVID N. BILOW, R.A.	11/20/2017

Also submitted for your review are the following documents:

- 1) Town of Oyster Bay Planning Advisory Board Resolution Number(s) 8-2016, dated October 27, 2016 and 6-2017 dated November 29, 2017.
- 2) Town Board Resolution number 550-2017 dated September 12, 2017.
- 3) Letters from Bilow Garret Group Architects and Planners, P.C. dated February 26, 2018, March 15, 2018 and March 27, 2018.

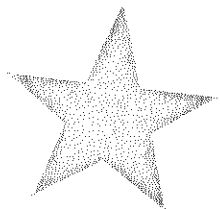
Said plans were prepared and modified using the standards set forth in Section 246-6 (Site Plan Review) of the Code of the Town of Oyster Bay as a guide. Development of the subject premises in accordance with the plans attached does, in this Department's opinion, comply with the requirements of Section 246-6 (Site Plan Review) of the Code of the Town of Oyster Bay and therefore, I recommend an amended Site Plan Approval by the Town Board.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM:slb

Encls.

cc: Legislative Affairs (7 copies w/ attachments)



Town of Oyster Bay
Planning Advisory Board
Meeting of October 27, 2016

APPROVED AS TO FORM

Timothy R. Zite, D.C.

WHEREAS, an application and proposed plans have been submitted to the Town of Oyster Bay Planning Advisory Board by St. Mary's Syro Malabar Church (hereinafter "Applicant") 926 Round Swamp Road, Old Bethpage, New York 11804 for a proposed multi-purpose room addition to an existing church with associated site improvements at 926 Round Swamp Road, Old Bethpage, New York 11804 (a/k/a Section 47, Block 67, Lot 42) in the "R1-10" One-Family Residence District of the Town of Oyster Bay, and

WHEREAS, the submitted site plans have been reviewed by the Department of Planning and Development in accordance with the requirements of Section 246-6 Site Plan Review of the Zoning Code of the Town of Oyster Bay and other various interested departments and governmental agencies, and

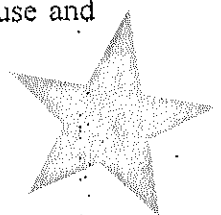
WHEREAS, the Town of Oyster Bay Department of Environmental Resources by memorandum dated October 5, 2016, forwarded a memorandum to the Planning Advisory Board, and

WHEREAS, the Planning Advisory Board has reviewed said memorandum, and finds that the proposed action does not pose the potential for significant environmental impacts, and therefore, adopts a NEGATIVE DECLARATION for the purposes of SEQRA, and

WHEREAS, the Nassau County Planning Commission issued no comments, and

WHEREAS, the Planning Advisory Board, 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 Planning Advisory Board, finds the following: that because of the area, location, nature and character of the subject property, the premises are adequate and suitable for the proposed multi-purpose room addition to an existing church with associated site improvements, and

WHEREAS, the Planning Advisory Board, after due deliberation, finds that the request for the proposed multi-purpose room addition to an existing church with associated site improvements will not constitute an over intensification of land use and will be compatible with the surrounding area and community at large, and



NOW, THEREFORE BE IT RESOLVED that the following eleven (11) drawings

prepared by David N. Bilow, R.A., are identified as follows:

<u>TITLE AND NUMBER</u>	<u>LAST REVISED</u>
TITLE PAGE – A-001	10/31/2016
SITE PLAN – SP-100	10/31/2016
SITE DETAILS – SP-101	11/24/2015
LANDSCAPING PLAN – SP-102	10/31/2016
SITE LIGHTING PLAN – SP-103	10/31/2016
GRADING AND DRAINAGE PLAN – SP-104	10/31/2016
SOIL EROSION AND SEDIMENT CONTROL PLAN – SP-105	10/31/2016
SOIL EROSION DETAILS – SP-106	05/11/2016
GROUND FLOOR DEMOLITION PLAN – D-100	11/24/2015
GROUND FLOOR PLAN – A-100	11/24/2015
ELEVATIONS – A-200	05/11/2016

APPROVED AS TO FORM

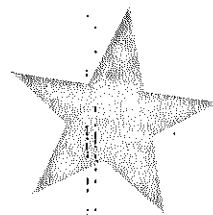
James R. Zike, D.C.

which are attached hereto, made part hereof and are hereby APPROVED by the Town of Oyster Bay Planning Advisory Board, subject to full compliance in all respects with the following conditions and provisions:

1. The site plans captioned above shall be strictly adhered to.
2. The applicant agrees to not use the church and the proposed multi-purpose room at the same time.
3. The applicant will install a water irrigation system for landscaping.
4. The exterior structures, the parking lot, landscaped areas and all other installations visible to the public shall be continually maintained and kept neat and in good repair.
5. All garbage and rubbish shall be disposed in accordance with local standards.
6. No lighting shall be located on said site so as to cause any annoyance, inconvenience or glare to abutting neighbors or vehicular traffic.
7. This resolution is not intended to approve building and construction plans, which must be submitted, to the Division of Building for approval prior to the issuance of a Building Permit.
7. The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules and regulations of any and all Town, County, State and/or Federal bodies; departments or agencies thereof.

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

Chairman Stanco	Aye
Member DiLeonardo	Aye
Member Spinelli	Absent
Member Chabina	Aye
Member Warner	Recused
Member Zike	Aye



Town of Oyster Bay
Planning Advisory Board
Meeting of November 29, 2017

APPROVED AS TO FORM

Timothy R. Zike, D.C.

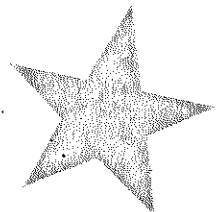
WHEREAS, a proposed amended site plan has been submitted to the Town of Oyster Bay Planning Advisory Board by St. Mary's Syro Malabar Church (hereinafter "Applicant") 926 Round Swamp Road, Old Bethpage, New York 11804 for a proposed enclosed stairway addition with minor interior alterations to an existing church at 926 Round Swamp Road, Old Bethpage, New York 11804 (a/k/a Section 47, Block 67, Lot 42) in the "R1-10" One-Family Residence District of the Town of Oyster Bay, and

WHEREAS, the Planning Advisory Board at its meeting of October 27, 2016 granted Site Plan Approval to the Applicant (Planning Advisory Board Resolution Number 8-2016) for a proposed multi-purpose room addition to an existing church with associated site improvements, and

WHEREAS, the submitted amended site plan has been reviewed by the Department of Planning and Development in accordance with the requirements of Section 246-6 Site Plan Review of the Zoning Code of the Town of Oyster Bay, and

WHEREAS, the Planning Advisory Board, 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 Planning Advisory Board, finds the following: that because of the area, location, nature and character of the subject property, the premises are adequate and suitable for the proposed enclosed stairway addition with minor interior alterations to an existing church, and

WHEREAS, the Planning Advisory Board, after due deliberation, finds that the request for the proposed enclosed stairway addition with minor interior alterations to an existing church will not constitute an over intensification of land use and will be compatible with the surrounding area and community at large, and



NOW, THEREFORE BE IT RESOLVED that the following five (5) drawings prepared by David N. Bilow, R.A., are identified as follows:

<u>TITLE AND NUMBER</u>	<u>LAST REVISED</u>
SITE PLAN – SP-100-G	10/24/2017
GROUND FLOOR PLAN – A-100-G	10/24/2017
SECOND FLOOR PLAN – A-101	10/24/2017
BUILDING ELEVATIONS – A-200	05/24/2017
BUILDING ELEVATIONS – A-201	11/20/2017

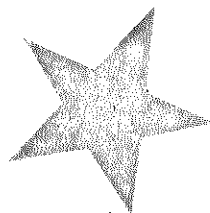
which are attached hereto, made part hereof and are hereby APPROVED by the Town of Oyster Bay Planning Advisory Board, subject to full compliance in all respects with the conditions and provisions provided in Planning Advisory Board Resolution Number 8-2016, dated October 27, 2016

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

Chairman Stanco	Aye
Member DiLeonardo	Aye
Member Spinelli	Aye
Member Chabina	Aye
Member Warner	Recused
Member Byrne (Commissioner's Designee)	Aye

APPROVED AS TO FORM

Timothy R. Zile, D.C.



WHEREAS, ST. MARY'S SYRO MALABAR CHURCH, fee owner, has requested Site Plan Approval to construct a 70 foot wide by 102 foot long (7,128 square foot), one-story multi-purpose room addition to the existing house of worship located on premises located at 926 Round Swamp Road, Old Bethpage, Town of Oyster Bay, County of Nassau, New York, located in an R1-10 (One Family Residence) zoning district, known and designated as Section 47, Block 67, Lot 2, on the Land and Tax Map of Nassau County; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated August 21, 2017, has advised that the Department of Planning and Development has reviewed the following eleven (11) plans prepared by David N. Bilow, R.A., Bilow Garret Group Architects and Planners, P.C., Ridgefield Park, New Jersey:

SHEET NO.	TITLE	PREPARED BY	DATE
A-001	TITLE PAGE	David N. Bilow, R.A.	10/31/2016
SP-100	SITE PLAN	David N. Bilow, R.A.	10/31/2016
SP-101	SITE DETAILS	David N. Bilow, R.A.	11/24/2015
SP-102	LANDSCAPING PLAN	David N. Bilow, R.A.	10/31/2016
SP-103	SITE LIGHTING PLAN	David N. Bilow, R.A.	10/31/2016
SP-104	GRADING & DRAINAGE PLAN	David N. Bilow, R.A.	10/31/2016
SP-105	SOIL EROSION & SEDIMENT CONTROL PLAN	David N. Bilow, R.A.	10/31/2016
SP-106	SOIL EROSION DETAILS	David N. Bilow, R.A.	05/11/2016
D-100	GROUND FLOOR DEMOLITION PLAN	David N. Bilow, R.A.	11/24/2015
A-100	GROUND FLOOR PLAN	David N. Bilow, R.A.	11/24/2015
A-200	ELEVATIONS	David N. Bilow, R.A.	05/11/2016

WHEREAS, said Commissioner further reported that the plans submitted 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 plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the request of ST. MARY'S SYRO MALABAR CHURCH, fee owner, has requested Site Plan Approval to construct a 70 foot wide by 102 foot long (7,128 square foot), one-story multi-purpose room addition to the existing house of worship located on premises located at 926 Round Swamp Road, Old Bethpage, Town of Oyster Bay, County of Nassau, New York, located in an R1-10 (One Family Residence) zoning district, known and designated as Section 47, Block 67, Lot 2, on the Land and Tax Map of Nassau County, be APPROVED, and be it further

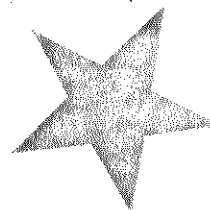
RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated August 21, 2017, the eleven (11) plans described hereinabove are hereby approved.

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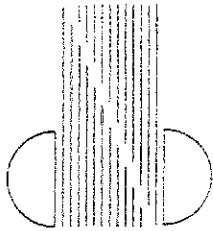
The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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

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



Reviewed By
Office of Town Attorney



BILOW GARRETT GROUP • ARCHITECTS AND PLANNERS, P.C.

161 MAIN STREET • RIDGEFIELD PARK, NJ 07660 • (201) 807-0407 • FAX (201) 807-0513

DAVID N. BILOW, A.I.A.
ANTHONY GARRETT, A.I.A., LEED AP

MATTHEW J. SPAGNOLO, A.I.A., LEED AP
MATTHEW E. BILOW, A.I.A.

March 15, 2018

Memo to: Town of Oyster Bay
Commissioner Leslie Maccarone
Deputy Commissioner Tim Zike

Re: St. Mary's Syro Malabar Church

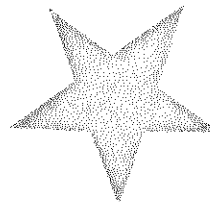
Cc: Biju Puthussery - bputhussery@gmail.com

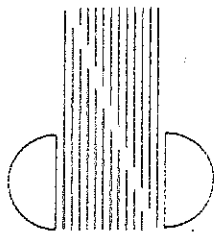
From: David N. Bilow, A.I.A.

To supplement my memo to you of February 26, 2018 we hereby submit a new sketch dated March 13, 2018 incorporating all the items of the February 26, 2018 memo with the following additional information.

1. The existing 14'-0" roadway along the south property line of the church will be reduced to 12'-0" with 2 ft. additional of landscape area along the adjoining houses.
2. In the new landscape area which runs approximately 250 ft. The church will plant 5° to 6° high evergreen trees @ 8'-0" o.c. the entire length of the new landscape area. It is important to point out that the new trees will be planted only where no trees/shrubs exist or may have to be modified where the existing tall trees are located.

Y:\WPDOCS\St. Mary's\Letters\3-15-18-TownofOysterBaycommissioner.doc





BILOW GARRETT GROUP • ARCHITECTS AND PLANNERS, P.C.
161 MAIN STREET • RIDGEFIELD PARK, NJ 07660 • (201) 807-0407 • FAX (201) 807-0513

DAVID N. BILOW, A.I.A.
ANTHONY GARRETT, A.I.A., LEED AP

MATTHEW J. SPAGNOLO, A.I.A., LEED AP
MATTHEW E. BILOW, A.I.A.

March 27, 2018

Memo to: Town of Oyster Bay
Commissioner Leslie Maccarone
Deputy Commissioner Tim Zike

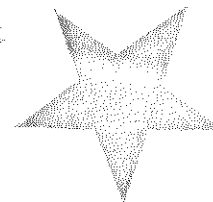
Re: St. Mary's Syro Malabar Church

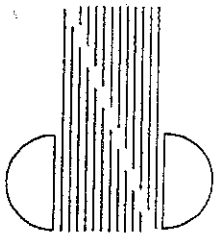
Cc: Biju Puthussery - bputhussery@gmail.com

From: David N. Bilow, A.I.A.

We hereby offer the following replies to the three (3) outstanding comments from the neighbors:

1. Landscaping at Lot 32.
 2. Reduce site lighting along roadway at north drive to 6ft. adjoining the existing church building.
 3. Payment of cost of vinyl fencing by adjoining homeowners.
-
- 1) The church will remove the existing landscaping adjoining Lot 32 (south property line) and replace it with 6 ft. high evergreens at 8'-0" o.c.
 - 2) The church will install site lighting along north property line in only two (2) locations one (1) at the front of the drive where the original church building is and one at the rear of the original church building. The Town of Oyster Bay will waive the requirement for additional site lighting along the drive. Height of new fixtures will be approximately 8 ft. high approximately 5'-0" above the adjoining grade.
 - 3) For installation of new vinyl fencing, the church will pay for the cost of fencing up to the cost of a wood stockade fence, any upgrade to vinyl fencing will be paid for by the adjoining homeowner.





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DAVID N. BILOW, A.I.A.
ANTHONY GARRETT, A.I.A., LEED AP

MATTHEW J. SPAGNOLO, A.I.A., LEED AP
MATTHEW E. BILOW, A.I.A.

February 26, 2018

Memo to: Town of Oyster Bay
Commissioner Leslie Maccarone
Deputy Commissioner Tim Zike

Re: St. Mary's Syro Malabar Church

Cc: Biju Puthussery - bputhussery@gmail.com

From: David N. Bilow, A.I.A.

As a result of the Community Meeting held a few weeks ago several issues were to be addressed by the church which includes the following:

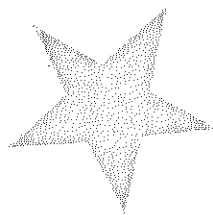
1. Landscaping
2. Site lighting
3. Buffer fencing

We hereby offer the following responses. If approved we will document each item on a revised drawings.

1.a.) On Drawing SP-100G The traffic lane that runs east/west on the south side of the rear parking lot will be reduced from 24 ft. wide to 20 ft. wide providing 4 ft. of additional landscape area for approximately 150 linear ft. adjoining Lots 32 and 33. In addition this landscape area will be planted with 6 ft. high evergreen trees at 8 ft. on center (total trees 17). See sketch.

1.b.) At the rear property line adjoining Lot 6 & 7 our drawing SP-102 Landscape Plan depicts 20 evergreen trees 5 to 6 ft. high at approximately 15 ft. on center. This will be changed to 8 ft. high evergreen trees. From south to north, we will plant two (2) rows of trees staggered at 12'-0" o.c. for the first 90 ft. then one (1) row of trees @ 8'-0" o.c. for the next 50 ft. and the two (2) rows of trees staggered at 12'-0" o.c. for the last 50 ft. (total of 24 trees). See sketch.

2.a.) Site lighting as depicted on SP-103 will be installed as shown throughout the rear parking field and along the access roadway at the north (the properties to the north are approximately 3 to 4 ft. higher than the church property, therefore, the fixtures will be 10 ft. or 11 ft. above the ground level of the adjoining property. (See the fixture cut of the fixture). Lights will be turned off at 10 p.m. except for a couple of emergency fixtures.



Town of Oyster Bay
Attn: Commissioner Leslie Macrone, Deputy Commissioner Tim Zike
February 26, 2018
Page 2 of 2

2.b.) On the south roadway the site lighting poles will only be 6 ft. high placed along the property line facing the building (we looked at bollard light and the foot candle output was too low and required placement 5 ft.+ on center).

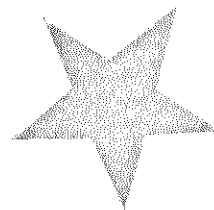
3.a.) The church is offering a new stockade fence to be installed along adjoining properties.

3.b.) If a property owner agrees to split the cost of the fencing then vinyl fence will be installed instead.

3.c.) Fencing is to be discussed with owners of adjoining lots.

3.d.) A vinyl fence exists between Lot 6 and the church property on the west side (rear yard) of the church. It will remain in place.

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3/p 291

Town of Oyster Bay
Inter-Departmental Memo


TO: MEMORANDUM DOCKET


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

DATE: April 9, 2018

SUBJECT: AMENDED SITE PLAN REVIEW AND APPROVAL
ST. MARY'S SYRO MALABAR CHURCH
926 ROUND SWAMP ROAD
OLD BETHPAGE, NEW YORK 11804
SECTION 47, BLOCK 67, LOT 42
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 of April 24, 2018.


ELIZABETH L. MACCARONE
COMMISSIONER



ELZ/slb

cc: Legislative Affairs (7 copies w/ attachments)

WHEREAS, by Resolution No. 1215-90, adopted on December 18, 1990, the Town Board of the Town of Oyster Bay ("Town Board") adopted Local Law No. 1-1990, entitled "A Local Law Amending the Town of Oyster Bay Code of Ethics to Reflect Recent Changes in State Law and to Add Annual Financial Disclosure Requirements"; and

WHEREAS, by Resolution No. 643-16, adopted on November 15, 2016, the Town Board adopted Local Law No. 4-2016, entitled "A Local Law to Amend Chapter 30 – Ethics, of the Code of the Town of Oyster Bay and Replacing It With a New Chapter 30 – Ethics"; and

WHEREAS, in accordance with said Local Law and regulations promulgated thereunder, the Town Board must make an annual determination regarding which elected officials, officers and employees must file a financial disclosure form for that year, and such determination must be filed with the Town of Oyster Bay Board of Ethics; and

WHEREAS, Steven Leventhal, Esq., counsel to the Board of Ethics, by letter dated April 13, 2018, requested that the Town Board consider the following list of individuals for the 2017 Calendar Year:

OFFICE OF THE EXECUTIVE

Joseph S. Saladino, Supervisor
Gregory W. Carman, Jr., Deputy Supervisor
Robert Darienzo
Gregory Mangino
Ronald Scaglia
Roy Seter

OFFICE OF THE TOWN BOARD

Joseph D. Muscarella, Councilman
Anthony D. Macagnone, Councilman
Rebecca M. Alesia, Councilwoman
Michele M. Johnson, Councilwoman
Louis B. Imbroto, Councilman
Thomas P. Hand, Councilman
Brian Nevin
Marta Kane
Brian P. DeVine
Kurt Ludwig
Michael Schwalje
Marybeth Krummenacker
Rich Zyta
Esther Alter
James Suozzi
Maryann Webb

Reviewed By
Office of Town Attorney

OFFICE OF THE TOWN ATTORNEY

Joseph Nocella, Town Attorney
Thomas M. Sabellico, Special Counsel
Regan Lally
Jeffrey Lesser
Matthew M. Rozea
Frank M. Scalera
Dennis P. Sheehan
Elizabeth A. Faughnan
Paul Ehrlich
Raymond J. Averna
Samantha A. Goetz
Ralph P. Healey
Carol A. Strafford

OFFICE OF THE TOWN CLERK

James Altadonna, Jr., Town Clerk
Raymond T. Spagnuolo
Carol A. Fiorenza
Keith Wilson

OFFICE OF THE RECEIVER OF TAXES

James J. Stefanich, Receiver of Taxes
Maura Fahey
Laura A. Vianello

OFFICE OF THE COMPTROLLER

Steven C. Ballas, Comptroller
Christine M. Wiss, Deputy Comptroller
John J. Bellock
Joseph E. Carbone
Joanne Huether
Richard P. Principe
Madalena Sabatino

DEPARTMENT OF COMMUNITY AND YOUTH SERVICES

Maureen A. Fitzgerald, Commissioner
Patricia A. Beckerle, Deputy Commissioner
Mary E. Hurst
Mary T. Ryan

DEPARTMENT OF GENERAL SERVICES

Eric Tuman, Commissioner
Ralph Raymond
Thomas Bradke
Brian Brown

(DEPT. GENERAL
SERVICES
CON'T) Jaime Conologue
 Susan Cowley
 Frank Frost
 Francene Iaizzo
 Ernest Lustenring

DEPARTMENT OF HUMAN RESOURCES

John Canning, Commissioner
Vicki Spinelli, Deputy Commissioner
Richard LaMarca
Charleen Niznik
Denise Olivieri-Rosner
Julie Wass

DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS

Frank Sammartano, Commissioner
Colin Bell, Deputy Commissioner
Peter Aiello
Steven Delligatti
Linda Scalera

DEPARTMENT OF PLANNING AND DEVELOPMENT

Elizabeth Maccarone, Commissioner
Timothy R. Zike, Deputy Commissioner
James McCaffrey
Jill Gartmayer
Michael Fabrizio
James Spano
John Jordan III

Zoning Board Of Appeals

Rita Byrne
Susan Cloninger
Kathleen Mulligan
Lois Schmitt
Arlene Van Loan
Lewis Yevoli
John Fanning

Planning Advisory Board

Angelo Stanco
Anthony DiLeonardo
Louis Warner
Clifford P. Chabina

Landmarks Preservation Committee

Michael Dileo
John Collins

Plumbers and Electrical Board

Barry Konchinski
Thomas Bailey, Sr.
Thomas Blacharski
Keith Brigandi
Albert J. Bruns
Brian Quinn
James Lorenzo
Robert Ceriello
Michael Silvestri

DEPARTMENT OF PUBLIC WORKS

Richard W. Lenz, P.E., Commissioner
John Caruso
Michael Cipriano
William Fox
Sunita Chakraborti
Vincent Ciccolella
Daniel Haas
Thomas Licata
Frank Melillo III
Daniel Midgette
Richard Porcelli, Jr.
Matthew Russo
Robert Spinelli
Raymond Swierkowski
Leonard Symons
John Tassone
Patrick White
Brian Kunzig
Hans Stronstad

Highway Division

John P. Bishop
Peter Brown
Salvatore Cecere
Donald Pascucci
Lenore Booth
Kenneth Bishop
Scott Pfeifer
Richard Carozza
Douglas Robalino

(Highway Div.
CON'T)

Daniel Kornfeld
Terry Wulforst

Department Of Environmental Resources

Neil O. Bergin
George Baptista
Julia Schneider
Christopher Geary
Thomas Licata
Daniel Pearl
Thomas Ryan
Gary Terrell

DEPARTMENT OF PARKS

Joseph Pinto, Commissioner
Greg Skupinsky
Frank Gatto
William Zang
Vincent Saviano
Anthony Alesi, Jr.
Donna Antetomaso
Elizabeth Carroll
Anthony Curcio
Bernard Deschamps
Andrew Gaynor
Rachelle Gucker
Chris Keehner
Kurt Lettal
Travis McCabe
Chris Nocella
Thomas Nunns
James Panciroli
Michael Principe
Diane Ramos
Robert Schiff
Andrew Rothstein
Susan Macagnone
Sean Gardner
Vincent Capuano
Dan Mendelson
Gina Valli
Ernest Weber

DEPARTMENT OF PUBLIC SAFETY

Justin McCaffrey, Commissioner
Robert Mangano, Deputy Commissioner

BOARD OF ETHICS
Alfred C. Constants III
Margaret Eaton

NOW, THEREFORE, BE IT RESOLVED, That this Town Board does hereby determine that all individuals contained in the abovementioned list shall complete a Statement of Financial Disclosure for the 2017 calendar year, and file same with the Town of Oyster Bay Board of Ethics on or before May 15, 2018; and be it further

RESOLVED, That the Department of Human Resources is hereby directed to supply the title, social security number, and office address for each individual in the abovementioned list, and forward the completed list to the Town of Oyster Bay Board of Ethics.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
All Departments

JOSEPH SALADINO
Supervisor

TOWN OF OYSTER BAY

BOARD OF ETHICS

977 Hicksville Road
Massapequa, NY 11758
(516) 797-7943
BoardofEthics@OysterBay-NY.gov

BOARD OF ETHICS

ALFRED C. CONSTANTIS III
Chair
MARGARET EATON

STEVEN G. LEVENTHAL
Counsel
LESLEY LAZARUS
Secretary

April 13, 2018

Via email: TSabellico@oysterbay-ny.gov
Thomas M. Sabellico, Esq.
54 Audrey Avenue
Oyster Bay, NY 11771

Re: Annual Financial Disclosure - 2018

Dear Mr. Sabellico:

It is respectfully requested that the Town Board adopt the accompanying list of persons required to file annual statements of financial disclosure for the year ended December 31, 2017, pursuant to Town Code 30-22. The annual disclosure statements for the 2017 reporting year must be filed with the Board of Ethics on or before May 15, 2018.

Very truly yours,

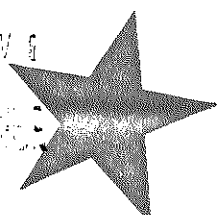
Steven G. Leventhal

Steven G. Leventhal

4/10/18

APR 16 2 30 PM '18

CLERK OF THE BOARD OF ETHICS
TOWN OF OYSTER BAY



WHEREAS, pursuant to duly published notice, a hearing was held before the Town Board on April 24, 2018, to present Contracts for Fire Protection with the East Norwich Volunteer Fire Company No. 1 for the calendar years 2017 and 2018;

WHEREAS, the East Norwich Volunteer Fire Company No. 1 has requested that the Town Board only consider the contract for calendar year 2017 in the amount of \$313,765.04 at this time in order to facilitate payment for the services it already provided in 2017; and

WHEREAS, the Town will re-advertise a new Notice of Hearing for the proposed Contract for Fire Protection with the East Norwich Volunteer Fire Company No. 1 for the calendar year 2018;

WHEREAS, the Town Board finds it desirable to authorize the Town to enter into a Contract with and pay the East Norwich Volunteer Fire Company No. 1 for fire protection services provided in the calendar year 2017 in the amount of \$313,765.04; and

WHEREAS, the Town Board finds it desirable to authorize the Town Comptroller to pay the East Norwich Volunteer Fire Company No. 1 for fire protection services provided in the calendar year 2017 in the amount of \$313,765.04; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor or his duly authorized representative is authorized to execute a Contract for Fire Protection with the East Norwich Volunteer Fire Company No. 1 for the calendar year 2017, as well as other documents that are necessary to carry out the purpose of this Resolution, and the Comptroller is authorized to pay the East Norwich Volunteer Fire Company No. 1 for fire protection services provided in the calendar year 2017 in the amount of \$313,765.04 upon presentation of a bill from the East Norwich Volunteer Fire Company No. 1.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

7ms
Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on proposed contracts with the East Norwich Volunteer Fire Company No. 1 for fire protection for the East Norwich Fire Protection District for the 2018 and the 2019 Calendar Years, in the amounts as follows :

2018 Calendar Year : An amount not to exceed \$307,286.25

2019 Calendar Year : An amount not to exceed \$311,072.56

Said hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on May 8, 2018, at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in the

Newsday

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan