

Theresa M. Geller

Meeting of October 17, 2017

RESOLUTION NO. TF-15-2017

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
038-17	EXE	\$500,000.00	TWN AMS 1910 43020 602 0000 000
			TO
		\$500,000.00	TWN AMS 1910 43010 602 0000 000
			DEBIT
039-17	IGA	\$ 85,328.75	IGA CD 0001 02170 000 CD17
			CREDIT
		\$ 85,328.75	IGA CD 8668 48250 733 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 (2)
Town Attorney
Comptroller
Intergovernmental Affairs

2A

Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: September 28, 2017

SUBJECT: Increase Budget/Transfer of Funds

DEBIT

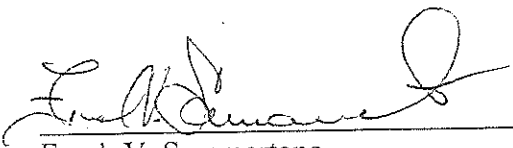
IGA CD 0001 02170 000 CD17	\$ 85,328.75
(Community Development Income General)	

CREDIT

IGA CD 8668 48250 733 CD 17	\$ 85,328.75
(Res Rehab Deferred Loan)	

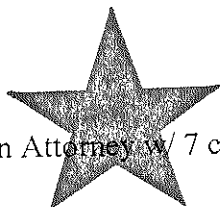
JUSTIFICATION

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.

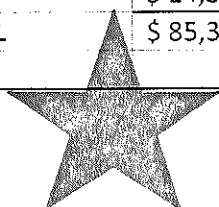


Frank V. Sammartano
Commissioner

FVS/PA
cc: Town Attorney w/ 7 copies



Repayment of Deferred Loan Ryan	\$ 14,242.50
Repayment of Deferred Loan Cosimano	\$ 4,000.00
Repayment of Deferred Loan Shannon	\$ 7,625.00
Repayment of Deferred Loan Solomon	\$ 3,575.00
Repayment of Deferred Loan Zinn	\$ 6,660.00
Repayment of Deferred Tescon & Landas	\$ 22,203.75
Repayment of Deferred Loan Helene & Murray Tonick	\$ 1,312.50
Repayment of Deferred Loan Piazza	\$ 11,377.50
Repayment of Deferred Loan Brown	\$ 14,332.50
TOTAL	\$ 85,328.75



SALVATORE E. BENISATTO, P.C.
ATTORNEY TRUST ACCOUNT
375 NORTH BROADWAY 7 SUITE 201
JERICHO, NEW YORK 11753

1-3/210

PAY
TO THE
ORDER OF

Town of Oyster Bay

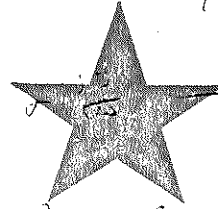
Fourteen thousand two hundred forty two

citibank

CITIBANK N.A. BR #173
135 NORTH BROADWAY
JERICHO, NY 11753

FOR *Town of Oyster Bay*
375 North Broadway Lane, Jericho

DATE *4/11/17*

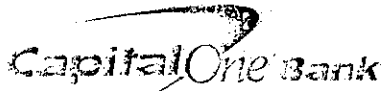


\$ 14,242⁰⁰

DOLLARS

[Signature]

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. IF COPIED THE WORD "VOID" WILL ALSO APPEAR.

Capital One Bank

1 492
1111

CASHIER'S CHECK

0102588508

DATE 03/13/2017

ISSUING REGION 081

BRANCH New Hyde Park

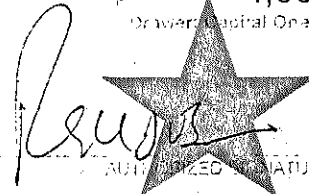
BRANCH ID 46349

FOUR THOUSAND DOLLARS AND 00 CENTS

PAY TO THE
ORDER OF

TOWN OF OYSTER BAY

\$ 4,000.00
Drawn: Capital One, N.A.


AUTHORIZED SIGNATURE

RE: JOEL SWEETBAUM

Read the reverse side for important information on the safekeeping of this document, or when it is destroyed.

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

103 125 45 7 11

JOHN J. BRESLIN JR
ATTORNEY TRUST ACCOUNT
14 ELM STREET
HUNTINGTON, NY 11743

4290

50-1033-2.11

DATE 3/24/15

PAY
TO THE
ORDER OF

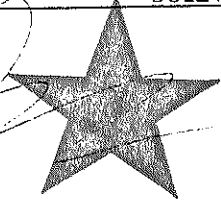
Town of Orient Bay

\$ 7,625.00

Seven Thousand Six Hundred Twenty Five and 00/100

DOLLARS

The First National Bank of LI
Huntington, NY 11743



[REDACTED]

1231

50 1442/214

MEYER & ASSOCIATES COUNSELORS AT LAW, PLLC
IOLA ACCOUNT
1200 VETERANS MEMORIAL HIGHWAY, SUITE 350
HAUPPAUGE, NY 11788

DATE 5/10/10

PAY
TO THE
ORDER OF

Town of Oyster Bay

3575.00

Police Department for Oyster Bay

DOLLARS

Empire National Bank

FOR Police Department for Oyster Bay 5/14/10

[Signature]

[Stamp]

[REDACTED]



DEPARTMENT OF
INTERGOVERNMENTAL AFFAIRS

Frank V. Sammartano
Commissioner

Town Hall South
977 Hicksville Road
Massapequa, NY 11758
(516) 624-6170 Fax: (516) 797-7862
www.oysterbaytown.com

Divisions
Community Development
Employment & Training
Federal & State Aid

Date 6-5-17

I, Maureen Lomenzo, from the Town of Oyster Bay, received a bank check in the amount of \$6,660.00 from Mr. Jeffery Zinn to satisfy the lien on the property located at 76 Grohmans Lane, Plainview, New York. *Home owners - Samuel + Sylvia Zinn*

Signature: *Maureen Lomenzo*

02170
IGA CD 0001 ~~02170~~ 000 CD 17

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK		HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK	
citibank Citibank, N.A.		OFFICIAL CHECK	
FC# 00224 FA# 029 081-03 Ck. Ser.#		114403364	
\$0.00 ONL PIC		DATE 06/05/17	
PAY *****SIX THOUSAND SIX HUNDRED SIXTY DOLLARS*****			
TO THE ORDER OF		**\$6,660.00**	
NAME OF REMITTER ADDRESS		JEFFERY S. ZINN	
Citibank, N.A. One Penn's Way New Castle, DE 13720		Drawer: Citibank, N.A. BY <u><i>Maureen Lomenzo</i></u> AUTHORIZED SIGNATURE	

ASK Abstract

21B Jerusalem Avenue
Hicksville, NY 11801

Tel.: (516) 307-3635 ♦ Fax: (646) 304-6692

Date: June 6, 2017

Title Number: ASK 17-3832
Closing Date: 6/5/2017
Debtors: Mr. Jaime V. Tecson & Ms. Esperanza A. Landas
Premises: 56 Libby Avenue, Hicksville, NY 11801

To: The Department of Intergovernmental Affairs,

As per your payoff letter, please see the enclosed Check No. 1669104112 in the amount of \$22,203.75 that represents the payoff of the attached Judgment.

If you should have any questions regarding the above referenced payoff, please contact the undersigned.

Sincerely,

Angie Oppenheim
Angie Oppenheim

IGACD 0601 02710000 CAD

Bank of America

Cashier's Check

No. 1669104112

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 06/05/17 12:34:33 PM

NTX

WOODBURY

0010 0000182 0157

Pay

 BANK OF AMERICA **22203.75**
TWO TWO TWO ZERO THREE CTSCTS

****\$22,203.75****

Twenty Two Thousand Two Hundred Three and 75/100 Dollars

To The TOWN OF OYSTER BAY
Order Of 56 LIBBY

Remitter (Purchased By): AMRIK SINGH

Bank of America, N.A.

SAN ANTONIO, TX

John C. ...
AUTHORIZED SIGNATURE

ASTORIA
BANK
LAKE SUCCESS
NEW YORK 10012

1123984

OFFICIAL CHECK

1123984

DATE
15/09/2017
AMOUNT
\$4,312.50

TOWN OF Oyster Bay

PAY TO THE ORDER OF
TOWN OF Oyster Bay

ONE THOUSAND THREE HUNDRED TWELVE DOLLARS AND FIFTY CENTS

32.32
32.32
32.32

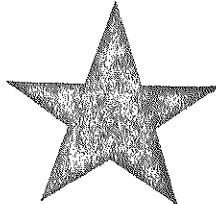
ONLY ONE SIGNATURE REQUIRED

Daniel T. Kelly

ATTESTED SIGNATURE
CHARTERED BANK

16ACD 0001 02170 000 CD17

Repayment of defered loan Tonick





DEPARTMENT OF
INTERGOVERNMENTAL AFFAIRS

Frank V. Sammartano
Town Supervisor

Town Hall South
977 Hicksville Road
Massapequa, NY 11753
(516) 624-6100 Fax: (516) 797-7992
www.oysterbaytown.com

Divisions
County Executive's Office
Department of Planning
Department of State and

Date 6/13, 2017

I, Mario S. Piazza, from the Town of Oyster Bay, received an official bank check in the amount of \$ 11,317.50 from ICA CO 0001 02710 000 CDA to satisfy the lien on the property located at:

Address: 45 Hickman Avenue, Massapequa, NY 11753

Homeowner (s): MARIO S PIAZZA

Signature: Mario S. Piazza

ICA CO 0001 02710 000 CDA

citibank
Citibank, N.A.

OFFICIAL CHECK

114403411

92-20
311

PAY

TO THE
ORDER
OF

CITIBANK, N.A.
New York, NY

Drawn: Citibank, N.A.

CITIBANK, N.A.



CASHIER'S CHECK

Date 08/25/2017

9786022473

25-3
440

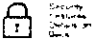
Remitter: TAI LAW FIRM, PLLC

Pay To The TOWN OF OYSTER BAY
Order Of:Pay: FOURTEEN THOUSAND THREE HUNDRED
THIRTY TWO DOLLARS AND 50 CENTS

S** 14,332.50 **

Elizabeth L. Scarola Memo: 11 Foxglove St. Hockessin, DE Note: For information only. Comment has no effect on bank's payment.

Drawn: JPMORGAN CHASE BANK, N.A.

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

DATED:

8/26/17

RE:

TITLE NUMBER: LL-10562-17-00
MORTGAGE NUMBER: Elizabeth L. Scarola
MORTGAGORS: 11 Foxglove St
PREMISES: Hockessin, DE 19931

Attention: Mortgage Satisfaction Department

Gentlemen:

Enclosed herewith please find institutional check payable to your order
in the amount of \$ 14,332.52.This represents the sum necessary to satisfy the above mentioned mortgage,
together with any per diem interest rate, additional charges and/or fees,
pursuant to your instructions.KINDLY FORWARD THE SATISFACTION PIECE TO THIS OFFICE in your usual manner.
Kindly send only the escrow refund check and fire insurance policy, if any,
to:ALL DOCUMENTS ARE TO BE SENT TO THIS TITLE COMPANY OFFICE.

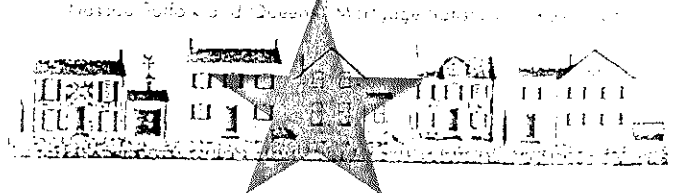
Thank you for your courtesy and cooperation in this matter.

Very truly yours,

DASCAROLA

Doretta R. Scarola

The Closer

Carol J. Suprenant, and Elizabeth L. Scarola
Hockessin, Delaware and Queen's Mortgage Services, Inc.

2A

Town of Oyster
Inter-Departmental

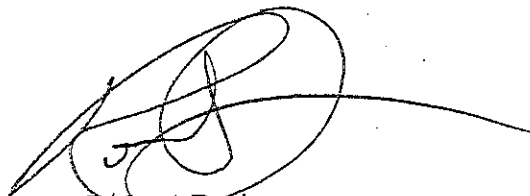
September 26, 2017

To: Memorandum Docket
From: Robert Darienzo, Director of Finance
Subject: Transfer of Funds

In order to provide funds for General Liability in the Town's Self-Insurance Fund, the following transfer of funds is hereby requested:

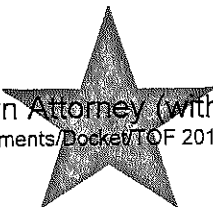
Transfer from:								
TWN	AMS	1910	43020	602	0000	000	Insurance-Vehicle&Equip	500,000.00
Transfer to:								
TWN	AMS	1910	43010	602	0000	000	Insurance-General Liability	500,000.00

Thank you.



Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 6 copies)
Word/Documents/Docket/TOF 2017 AMS



WHEREAS, Ms. Dawn Craft Walton has offered to donate a plaque to be placed on an existing bench in the Harry Tappen Beach and Marina, in memory of her father, Dave L. Craft; and

WHEREAS, the value of the plaque is estimated to be \$325.00; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 14, 2017, has recommended that the Town accept said donation;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of a plaque from Ms. Dawn Craft Walton to be placed on an existing bench in the Harry Tappen Beach and Marina, in memory of her father, Dave L. Craft.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

4

651

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: September 14, 2017

SUBJECT: MEMORIAL PLAQUE

The Department of Parks has received a request from Dawn Craft Walton (letter attached) requesting to donate a plaque, to be placed on an existing bench, to the Town of Oyster Bay in memory of her father Dave L. Craft at Harry Tappen Beach and Marina.

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

The plaque will be purchased by Dawn Craft Walton and donated to the Parks Department. The value of the plaque is estimated to be \$325.00. Town Board approval is requested on behalf of Dawn Craft Walton.


JOSEPH G. PINTO
COMMISSIONER OF PARKS

JGP/dl
C: TOWN ATTORNEY (original +7 copies)
ATTACHMENT



September 4, 2017

Dawn Craft Walton
142 8th Avenue
Sea Cliff, NY 11579

Joseph G Pinto
Commissioner
Town of Oyster Bay
977 Hicksville Road
Massapequa, NY 11758

Re: Bench at Tappen for Dave Craft

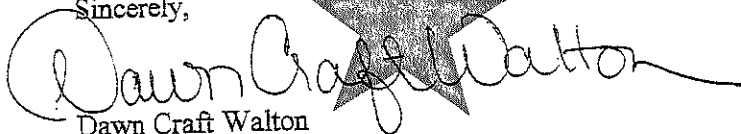
Dear Mr. Pinto,

I am writing to request the placement of a memorial plaque on an existing bench in the Tappen Marina park in memory of my Dad, Dave L. Craft. You may have known him as I believe he was the A Dock Captain for the Boat Owners Association for a long time. My dad passed away on April 22nd very unexpectedly. He woke up having trouble breathing, passed out, and then unfortunately lost too much oxygen and ended up brain dead. We lost him three days later. It was not his time to go by any means. He was going to be 80 this September 25th BUT he was so unbelievably active you would have never known. Dave was still active in the Fire Department, the Auxiliary Coast Guard, a member in the Fire Riders motorcycle club, a part of the Gold Coast Cruisers car club, captain at the gun range and so on...clearly not done celebrating life yet.

My dad's second home was Tappen Marina. He has had 3 boats in Tappen Marina over the past 49 years. His last slip was A4 and his boat was Cupid III. He was a staple on that dock. He was there every single day doing something on his boat if not taking a nap or watching TV. It was his man cave!

He was known and loved by all on that dock and many in the marina. He was the "go to guy" if you needed a part, a tool, some help, or just boating advice. I have been in Tappen Marina and Park all my life now... it is also a big part of our world and I am sad to see that era come to an end. I would love nothing more than to have a bench dedicated to my dad to honor him and to have a place where we can go and enjoy 40+ years of amazing memories.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Craft Walton". The signature is written in dark ink and is positioned to the left of a large, five-pointed star graphic.

Dawn Craft Walton

516-

5

Town of Oyster Bay Inter-Departmental Memo

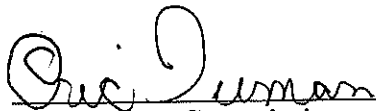
To: MEMORANDUM DOCKET

From: ERIC TUMAN, COMMISSIONER
GENERAL SERVICES DEPARTMENT


Date: September 25, 2017

Subject: **RESCISSION**
CONTRACT MS086-17, PRINTING FOR RECEIVER OF
TAXES GENERAL AND SCHOOL TAX BILLS, RECEIPTS
AND ENVELOPES
ITEMS: A01, A02, A03 AND A04
Contract Award, M.D. dated 05/09/17, Item 11

In accordance with the terms of the contract I am terminating the award of Contract MS086-17, Group A (Items A01, A02, A03 and A04) effective October 14, 2017. A rebid will be prepared and advertised by this Department.


Eric Tuman, Commissioner
Department of General Services

ET/sc
cc: Town Attorney (7)
~~Comptrollers/Accounts Payable~~
Receiver of Taxes



WHEREAS, Resolution No. 403-2017, adopted on July 11, 2017, awarded Contract No. SE002-16 to Omni Recycling of Westbury, Inc., for Recycling of Commingled Glass, Ferrous and Non-Ferrous Metal and Rigid Plastic Containers; and

WHEREAS, Eric Tuman, Commissioner of the Department of General Services, by memorandum dated September 25, 2017, requested Town Board approval to rescind Resolution No. 403-2017, concerning Contract No. SE002-16 effective October 22, 2017, and a new bid for Single Stream Recycling has been prepared, advertised and awarded with a start date of October 22, 2017,

NOW THEREFORE IT BE RESOLVED, that upon the request as hereinabove set forth, the rescission of Resolution No. 403-2017, concerning Contract No. SE002-16 is 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 (2)
General Services

Reviewed By
Office of Town Attorney

6

652

Town of Oyster Bay Inter-Departmental Memo

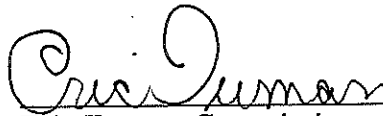
To: MEMORANDUM DOCKET

From: ERIC TUMAN, COMMISSIONER
GENERAL SERVICES DEPARTMENT

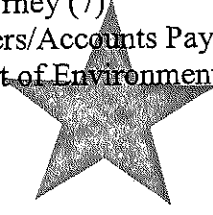
Date: September 25, 2017

Subject: **RESCISSION**
CONTRACT SE002-16, RECYCLING OF COMMINGLED
GLASS, FERROUS AND NON-FERROUS METAL AND
RIGID PLASTIC CONTAINERS
Contract Award, M. D. dated 03/08/16, Item 19
First Extension, M. D. dated 06/27/17, Item 18

In accordance with the terms of the contract I am rescinding the award of Contract SE002-16 awarded to Omni Recycling of Westbury, Inc., in its entirety. This rescission will be effective October 22, 2017. A new bid for Single Stream Recycling has been prepared, advertised and awarded with a start dated of October 23, 2017.


Eric Tuman, Commissioner
Department of General Services

ET/sc
cc: Town Attorney (7)
Comptrollers/Accounts Payable
Department of Environmental Resources



Meeting of October 17, 2017

Resolution No. 653-2017

WHEREAS, Robert W. Andruzzi, Chairman, Town of Oyster Bay Housing Authority, by letter dated September 20, 2017, and Carol Ann Strafford, Director, Legislative Affairs, by memorandum dated September 22, 2017, recommended that the Town Board appoint the Rev. Dr. Walter V. Hillebrand to the Board of Commissioners of the Town of Oyster Bay Housing Authority, to complete the term vacated by Mr. Joseph Jablonsky, for a term expiring on August 31, 2018,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Rev. Dr. Walter V. Hillebrand is hereby appointed to the Board of Commissioners of the Town of Oyster Bay Housing Authority, for a term expiring on August 31, 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	Abstain
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller (2)

7/18
Reviewed By
Office of Town Attorney

9

653

TOWN OF OYSTER BAY
Inter-Departmental Memo

September 22, 2017

TO: MEMORANDUM DOCKET

FROM: Carol Strafford, Legislative Affairs

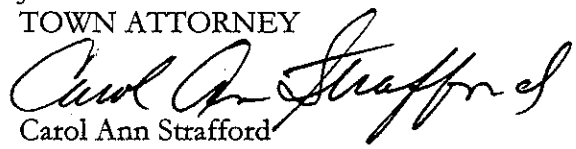
THRU: Office of the Town Attorney

SUBJECT: Town of Oyster Bay Housing Authority

Attached hereto is a copy of a letter dated September 20, 2017 from Robert W. Andruzzi, Chairman of the Town of Oyster Bay Housing Authority, recommending the appointment of Rev. Dr. Walter V. Hillebrand to the Town of Oyster Bay Housing Authority Board to complete the term vacated by Joseph Jablonsky expiring August 31, 2018.

It is therefore requested that the Town Board accept and approve Mr. Andruzzi's recommendation to appoint Rev. Dr. Hillebrand for the above mentioned term.

JOSEPH NOCELLA
TOWN ATTORNEY


Carol Ann Strafford
Director, Legislative Affairs

CAS
Attachment

Cc: Town Attorney (w/7 copies)





TOWN OF OYSTER BAY HOUSING AUTHORITY

115 Central Park Road
Plainview, N. Y. 11803

CHAIRMAN

Robert W. Andruzzi

VICE-CHAIRMAN

Frank DeStefano

SECRETARY

James McCaffrey

MEMBERS

Peter Morra

(516) 349-1000

Jesse H. Harmon, Shepherd Hill Apartments

Dedicated 5/1/82

Executive Director

James E. Picken

COUNSEL

Gregory W. Carman, Jr., Esq.

September 20, 2017

Supervisor Joseph Saladino
Honorable Members of the Oyster Bay Town Board
Oyster Bay Town Hall
54 Audrey Avenue
Oyster Bay, NY 11771

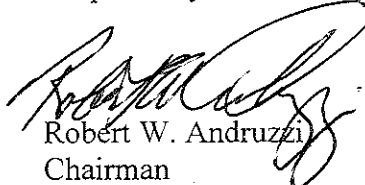
Dear Supervisor Saladino and Town Board Members:

On behalf of the Board of Commissioners of the Town of Oyster Bay Housing Authority, I would like to recommend Rev. Dr. Walter V. Hillebrand for appointment to the Town of Oyster Bay Housing Authority Board to fill the vacancy due to the resignation of Joseph Jablonsky whose term will expire 8/31/18.

Rev. Dr. Hillebrand's resume is enclosed for your reference.

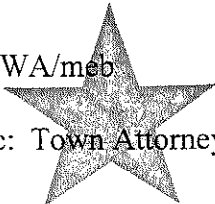
Thank you for your consideration.

Respectfully submitted,


Robert W. Andruzzi
Chairman

RWA/meb

cc: Town Attorney



The Rev. Dr. Walter V. Hillebrand

43 Cedar Shore Drive, Massapequa, NY, 11758

EDUCATION

New York Theological Seminary (NYTS), New York

Doctor of Ministry – Congregational Ministry • Preaching, 2014

Mentor : The Rev. Dr. Keith A. Russell – Previous President of NYTS and Director of the Doctor of Ministry Program

New York Theological Seminary (NYTS), New York

Master of Divinity, GPA: 3.97, 2011

Advisor : Dr. Dale T. Irvin, PhD – President of NYTS and Professor of World Christianity

University of Salzburg, Austria

Master in Business Management, Major: General Management, GPA: 4.0, 2006

Advisor : Professor Dr. Walter Scherrer, University of Salzburg

PROFESSIONAL EXPERIENCE

- 08/14 to present, Rector/Head of School, *Grace Episcopal Church, Massapequa, NY*
- 05/13 to 08/14, Priest-in-Charge/Head of School, *Grace Episcopal Church, Massapequa, NY*
- 08/12 to 05/13, Assistant Rector, *Trinity-St. John's Episcopal Church, Hewlett, NY*
- 06/12 to 05/13, Assistant Priest-in-Charge, *Christ Episcopal Church, Lynbrook, NY*
- 11/11 to 06/12, Curate, *Trinity-St. John's Episcopal Church, Hewlett, NY*
- 10/09 to 11/11, Pastoral Counselor, *Trinity-St. John's Episcopal Church, Hewlett, NY*
- 09/08 to 08/09, Resident Clinical Chaplain, *St. John's Episcopal Hospital, Far Rockaway, NY*

General Manager Italy, Merten GmbH & Co. KG, Germany, January 2000 – December 2005

PROFESSIONAL CERTIFICATIONS

- 04/10 to present, Board Certified Clinical Chaplain and Pastoral Counselor, *College of Pastoral Supervision and Psychotherapy*

ADDITIONAL

- 01/15 to present, Head Spiritual Director of Cursillo, *Diocese of Long Island*
- 01/17 to present, Member of the Diocesan Council, *Diocese of Long Island*
- 05/16 to present, Chaplain for applicants, postulants, candidates for Holy Orders, *Mercer School of Theology, Diocese of Long Island*



Meeting of October 17, 2017

Resolution No. 654-2017

WHEREAS, Robert W. Andruzzi, Chairman, Town of Oyster Bay Housing Authority, by letter dated September 20, 2017, and Carol Ann Strafford, Director, Legislative Affairs, by memorandum dated September 22, 2017, recommended that the Town Board re-appoint Frank DeStefano to the Board of Commissioners of the Town of Oyster Bay Housing Authority, for a term expiring on August 31, 2022,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and Frank DeStefano is hereby re-appointed to the Board of Commissioners of the Town of Oyster Bay Housing Authority, for a term expiring on August 31, 2022.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney

10

654

TOWN OF OYSTER BAY
Inter-Departmental Memo

September 22, 2017

TO: MEMORANDUM DOCKET

FROM: Carol Strafford, Legislative Affairs

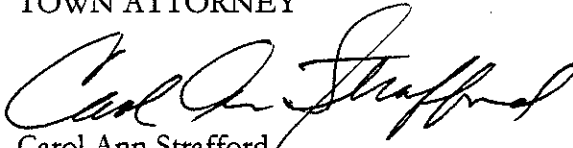
THRU: Office of the Town Attorney

SUBJECT: Town of Oyster Bay Housing Authority

Attached hereto is a copy of a letter dated September 20, 2017 from Robert W. Andruzzi, Chairman of the Town of Oyster Bay Housing Authority, recommending the re-appointment of Frank DeStefano to the Town of Oyster Bay Housing Authority to a term expiring August 31, 2022.

It is therefore requested that the Town Board accept and approve Mr. Andruzzi's recommendation to re-appoint Mr. DeStefano for the above mentioned term.

JOSEPH NOCELLA
TOWN ATTORNEY


Carol Ann Strafford
Director, Legislative Affairs

CAS
Attachment

Cc: Town Attorney (w/7 copies)





TOWN OF OYSTER BAY HOUSING AUTHORITY

115 Central Park Road
Plainview, N. Y. 11803

CHAIRMAN

Robert W. Andruzzi

VICE-CHAIRMAN

Frank DeStefano

SECRETARY

James McCaffrey

MEMBERS

Peter Morra

(516) 349-1000

Jesse H. Harmon, Shepherd Hill Apartments

Dedicated 5/1/82

Executive Director

James E. Picken

COUNSEL

Gregory W. Carman, Jr., Esq.

September 20, 2017

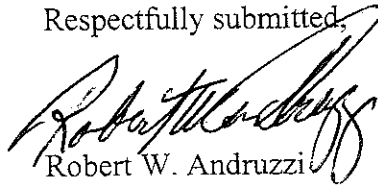
Honorable Joseph Saladino
Honorable Members of the Oyster Bay Town Board
Oyster Bay Town Hall
54 Audrey Avenue
Oyster Bay, NY 11771

Dear Supervisor Saladino and Town Board Members:

On behalf of the Board of Commissioners of the Town of Oyster Bay Housing Authority, I recommend the reappointment of Frank DeStefano to a term expiring August 31, 2022.

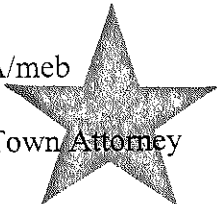
Thank you for your consideration.

Respectfully submitted,


Robert W. Andruzzi
Chairman

RWA/meb

cc: Town Attorney



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

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

WHEREAS, Joseph Nocella, Town Attorney, and Jeffrey A. Lesser, Deputy Town Attorney, by memorandum dated September 15, 2017, have advised that this claim emanates from the death of an infant, Philip Amico, who on September 17, 2012 was at Charles E. Ransom Beach Park in Bayville, New York when an unattached chain link fence collapsed upon him, resulting in a claim brought by his mother, Lori Amico, and his siblings, Theresa Amico and Lynn Amico; and

WHEREAS, after extensive negotiations, the matter of *Lori Amico, et al. v. Town of Oyster Bay, et al.*, has settled for \$490,000.00 in full resolution of all claims of Claimants with payments to be made pursuant to the directives of an Infant Compromise Order dated July 10, 2017, including payments to Creative Capital, Inc., as broker for MetLife Tower Resources Group, Inc., for funding of a structured settlement for claimants Theresa Amico and Lynn Amico, and

WHEREAS, Joseph Nocella, Town Attorney and Jeffrey A. Lesser, Deputy Town Attorney by memorandum dated September 15, 2017, recommended that the Town Board authorize settlement of the action entitled, *Lori Amico, et al. v. Town of Oyster Bay, et al.*, and further recommended that payment in the amount of \$490,000.00 be made in accordance with the terms of the Infant Compromise Order,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as set forth above, the Town Board finds that it is just, reasonable, and in the best interests of the Town to settle this matter for the sum of \$490,000.00, which sum is hereby authorized and approved by the Town Board as full settlement to claimants, Lori Amico, Theresa Amico and Lynn Amico, with regard to Claim No. 2012-3800 and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program and pursuant to the directives of the Infant Compromise Order with payments totaling \$490,000.00; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

#

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney

655

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 15, 2017

SUBJECT: SETTLEMENT OF NEGLIGENCE CLAIM
Claimant: Lori Amico, Theresa Amico and Lynn Amico
Claim No.: 2012-3800

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

The above referenced claim arose as a result of an infant death at Charles E. Ransom Beach Park in Bayville, New York. On September 17, 2012, Philip Amico was at the Park when an unattached chain link fence collapsed upon him, resulting in his death. Philip Amico was 1 year old at the time. His siblings, Theresa Amico and Lynn Amico were with Philip Amico at the time of this incident. His mother, Lori Amico brought the action on behalf of the deceased infant, and on behalf of plaintiffs, Theresa Amico and Lynn Amico, who were in the "zone of danger" at the time of the incident.

After extensive settlement negotiations, the matter was settled for \$490,000.00. Because two plaintiffs are infants, payments to these parties are made pursuant to a structured settlement. The settlement is to be made pursuant to the specific directives of the resulting Infant Compromise Order dated July 10, 2017. The Order attached directs the specific manner in which payments to each plaintiff are to be made, including payments to plaintiffs' counsel for attorney fees, reducing the amount to be received by each plaintiff.

As reflected in the Order, payment to Lori Amico for the claim of Philip Amico is an up-front payment in the amount of \$245,000.00. Theresa Amico and Lynn Amico are to equally split the remaining payment of \$245,000.00. A portion of the total settlement will involve payment for the cost of a structured settlement annuity to be procured by Creative Capital, Inc. as broker for MetLife Tower Resources Group, Inc.

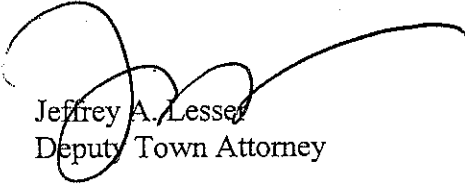
This office recommends that the Town Board approve the settlement of this action under the terms of the Infant Compromise Order, and authorize payment of the sum of \$490,000.00 pursuant to the Infant Compromise Order.

Accordingly, we have attached a resolution authorizing payment of \$490,000.00, together with copies of a Stipulation of Discontinuance, a General Release executed by the claimant, Lori Amico and the Infant Compromise Order. The funds for said payments are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

JOSEPH NOCELLA
TOWN ATTORNEY

JAL:jl
Attachment
cc: Town Attorney (w/7 copies)




Jeffrey A. Lesser
Deputy Town Attorney

08/08/2017 TUE 10:46 FAX

0094/013

At an IAS Part 2 of the Supreme Court
of the State of New York, held in and for
the County of Nassau, located at
Supreme Court Drive, Mineola, New
York on the 17 day of August, 2017

PRESENT:

HON. R. BRUCE COZZENS, JR.

AJSC

LORI AMICO, Administratrix of the Estate of PHILIP
CALVIN AMICO, deceased, an infant under the age of 2
years, and LORI AMICO, as mother and natural
guardian of her daughters, THERESA AMICO, an infant
under the age of 8 years and LYNN AMICO, an infant
under the age of 5 years, and LORI AMICO,
individually,

Index No. 012535/13

SECOND AMENDED ORDER
PURSUANT TO
EPTL 5-4.6 AND CPLR 1207

Plaintiffs,

-against-

TOWN OF OYSTER BAY and VILLAGE OF
BAYVILLE

Defendants.

Actions having been commenced by LORI AMICO, as Administrator of the Estate of
PHILIP CALVIN AMICO, deceased, LORI AMICO, as the Mother and Natural Guardian of
THERESA AMICO, an infant, LORI AMICO, as the Mother and Natural Guardian of LYNN
AMICO, an infant and LORI AMICO, Individually for the causes of action for wrongful death
and conscious pain and suffering of PHILIP CALVIN AMICO, deceased and for the personal
physical illness and injuries sustained by THERESA AMICO, an infant, for the personal
physical illness and injuries sustained by LYNN AMICO, an infant and LORI AMICO,
Individually, against TOWN OF OYSTER BAY AND VILLAGE OF BAYVILLE;

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AND the parties having stipulated that this action is discontinued with prejudice against the defendant VILLAGE OF BAYVILLE;

AND the parties having agreed that the cause of the action of LORI AMICO, as Administrator of the Estate of PHILIP CALVIN AMICO, deceased, be settled for the sum of TWO HUNDRED FORTY FIVE THOUSAND (\$245,000.00) DOLLARS to be paid by defendant TOWN OF OYSTER BAY, and/or its representatives; that the cause of action of LORI AMICO, as the Mother and Natural Guardian of THERESA AMICO, an infant, be settled in the form of a structured settlement with a cost of ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED (\$122,500.00) DOLLARS to be paid by defendant TOWN OF OYSTER BAY, and/or its representatives; that the cause of action of LORI AMICO, as the Mother and Natural Guardian of LYNN AMICO, an infant, be settled in the form of a structured settlement with a cost of ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED (\$122,500.00) DOLLARS to be paid by defendant TOWN OF OYSTER BAY, and/or its representatives and that the cause of action of LORI AMICO, individually, be discontinued, and the Court having issued an Order Pursuant to EPTL 5-4.6 and CPLR 1207 dated May 31, 2017, and an Amended Order dated July 10, 2017, which contained erroneous information concerning the settling parties;

NOW, upon reading and filing the Petition of LORI AMICO, as Administrator of the Estate of PHILIP CALVIN AMICO, deceased, LORI AMICO as Mother and Natural Guardian of THERESA AMICO, an infant, and as Mother and Natural Guardian of LYNN AMICO, an infant, and duly verified by LORI AMICO on the 3rd day of March, 2017 showing that the said infant THERESA AMICO was born on the 15th day of May, 2005; and that the said infant LYNN AMICO, was born on the 18th day of December, 2007; the Affirmation of JOHN M.

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TOMSKY, ESQ. Counsel to the Firm of SULLIVAN PAPAIN BLOCK McGRATH & CANNAVO, P.C., attorneys for the plaintiffs herein, dated the 13th day of March, 2017, the medical report of Carol Demofrio, A.C.S.W.; the Amended Structured Settlement Affidavit of Charles Jacobson of Creative Capital Inc., sworn to the 16th day of June, 2017, in which application was made for an Order permitting the said LORI AMICO as Administrator of the Estate of PHILIP CALVIN AMICO, deceased, to settle and compromise the claim and cause of action for the wrongful death of the decedent against defendant TOWN OF OYSTER BAY for the sum of TWO HUNDRED FORTY FIVE THOUSAND (\$245,000.00) DOLLARS; permitting the said LORI AMICO as Mother and Natural Guardian of THERESA AMICO, an infant, to settle and compromise the claim and cause of action for the personal physical illness and injuries of the infant against defendant TOWN OF OYSTER BAY in the form of a structured settlement with a cost of ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED (\$122,500.00) DOLLARS; permitting the said LORI AMICO as Mother and Natural Guardian of LYNN AMICO, an infant, to settle and compromise the claim and cause of action for the personal physical illness and injuries of the infant against defendant TOWN OF OYSTER BAY in the form of a structured settlement with a cost of ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED (\$122,500.00) DOLLARS; fixing and allowing attorneys' fees of ONE HUNDRED SIXTY TWO THOUSAND EIGHT HUNDRED SEVENTEEN AND 84/100 (\$162,817.84) DOLLARS, pro-rated between the causes of action and its disbursements to the sum of ONE THOUSAND FIVE HUNDRED FORTY-SIX and 49/100 (\$1,546.49) DOLLARS, pro-rated between the cases to the firm of Sullivan, Papain, Block, McGrath & Cannavo, P.C.; and directing that defendant TOWN OF OYSTER BAY and/or its representatives enter into a written Settlement Agreement and Release, in which it is

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obligated to make the future periodic payments set forth therein, and the Order of this Court dated May 31, 2017;

AND due deliberation having been had thereon;

AND, it appearing to the satisfaction of this Court that there is a good and sufficient reason to permit the compromise of the action on behalf of the infant plaintiffs;

AND, it appearing that the compromise of the action will be to the advantage and in the best interest of the infants;

AND, it appearing that the compromise of the action is adequate and in the best interest of the Estate of PHILIP CALVIN AMICO;

AND, it appearing further that the Petitioner is willing to accept the compromise and that the defendant TOWN OF OYSTER BAY and/or its representatives are ready to pay the settlement amounts as directed by this Court.

NOW, on the motion of Sullivan Papain Block McGrath & Cannavo, P.C., attorneys for the plaintiffs herein, it is

ORDERED, that the settlement of the claim and cause of action of LORI AMICO, as Administrator of the Estate of PHILIP CALVIN AMICO, deceased, is approved pursuant to EPTL § 5-4.6 to be settled for the sum of TWO HUNDRED FORTY FIVE THOUSAND (\$245,000.00) DOLLARS to be paid by defendant TOWN OF OYSTER BAY and/or its representatives; and it is further

ORDERED, that the settlement provided herein is deemed adequate and in the best interest of the Estate of PHILIP CALVIN AMICO, deceased; and it is further

ORDERED, that defendant TOWN OF OYSTER BAY and/or its representatives shall pay the sum of TWO HUNDRED FORTY FIVE THOUSAND (\$245,000.00) DOLLARS to

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Sullivan Papain Block McGrath & Cannavo, P.C., to be held in an interest bearing escrow account to be distributed as directed herein pursuant to NPTL § 5-4.6 and a subsequent Decree of the Surrogate's Court; and it is further

ORDERED, that attorneys' fees of SULLIVAN, PAPAIN, BLOCK, MCCRATH & CANNAVO, P.C., attorneys for the plaintiff with regard to the cause of action of Estate of PHILIP CALVIN AMICO, deceased are fixed and allow in the sum of EIGHTY ONE THOUSAND FOUR HUNDRED EIGHT and 92/100 (\$81,408.92) DOLLARS and disbursements of NINE HUNDRED EIGHTY-THREE and 25/100 (\$983.25) DOLLARS for a total of EIGHTY TWO THOUSAND THREE HUNDRED NINETY-TWO and 17/100 (\$82,392.17) DOLLARS and it is directed that they be paid from the up-front cash held in escrow by Sullivan Papain Block McGrath & Cannavo, P.C. upon submission to this court of proof of filing of a petition for allocation and distribution in the Surrogate's Court on behalf of the estate is approved; and it is further

ORDERED, that the settlement of the claim and cause of action of LORI AMICO, as Mother and Natural Guardian of THERESA AMICO against defendant TOWN OF OYSTER BAY and/or its representatives is approved pursuant to CPLR 1207 in the form of a structured settlement with a cost of ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED (\$122,500.00) DOLLARS to consist of "up front" cash of FORTY THOUSAND NINE HUNDRED EIGHTY-SIX and 00/100 (\$40,986.08) DOLLARS plus the sum of EIGHTY ONE THOUSAND FIVE HUNDRED THIRTEEN and 92/100 (\$81,513.92) DOLLARS for the cost of a structured settlement annuity to provide for the future periodic payments agreed to be paid on the dates and in the amounts set forth hereafter to THERESA AMICO pursuant to the terms described below; and it is further

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ORDERED that the settlement provided herein will be to the advantage and in the best interests of the infant; and it is further

ORDERED, that the attorneys' fees of SULLIVAN, PAPAIN, BLOCK, MCGRATH & CANNAVO, P.C., attorneys for the plaintiff with respect to the cause of action of THERESA AMICO, in the sum of FORTY THOUSAND SEVEN HUNDRED FOUR and 46/100 (\$40,704.46) DOLLARS and disbursements of TWO HUNDRED EIGHTY-ONE and 62/100 (\$281.62) for the total of FORTY THOUSAND NINE HUNDRED EIGHTY-SIX and 08/100 (\$40,986.08) DOLLARS are fixed and allowed and defendant TOWN OF OYSTER BAY and/or its representatives are directed to pay said attorneys' fees and disbursements from the up-front cash portion of the structured settlement; and it is further

ORDERED, that the settlement of the claim and cause of action of LORI AMICO, as Mother and Natural Guardian of LYNN AMICO against defendant TOWN OF OYSTER BAY and/or its representatives is approved pursuant to CPLR 1207 in the form of a structured settlement with a cost of ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED (\$122,500.00) DOLLARS to consist of "up front" cash of FORTY THOUSAND NINE HUNDRED EIGHTY-SIX and 08/100 (\$40,986.08) DOLLARS plus the sum of EIGHTY ONE THOUSAND FIVE HUNDRED THIRTEEN and 92/100 (\$81,513.92) DOLLARS for the cost of a structured settlement annuity to provide for the future periodic payments agreed to be paid on the dates and in the amounts set forth hereafter to LYNN AMICO pursuant to the terms described below; and it is further

ORDERED that the settlement provided herein will be to the advantage and in the best interests of the infant; and it is further

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ORDERED, that the attorneys' fees of SULLIVAN, PAPAIN, BLOCK, MCGRATH & CANNAVO, P.C., attorneys for the plaintiff with respect to the cause of action of THERESA AMICO, in the sum of FORTY THOUSAND SEVEN HUNDRED FOUR and 46/100 (\$40,704.46) DOLLARS and disbursements of TWO HUNDRED EIGHTY-ONE and 62/100 (\$281.62) for the total of FORTY THOUSAND NINE HUNDRED EIGHTY-SIX and 08/100 (\$40,986.08) DOLLARS are fixed and allowed and defendant TOWN OF OYSTER BAY and/or its representatives are directed to pay said attorneys' fees and disbursements from the up-front cash portion of the structured settlement; and it is further

ORDERED, that defendant TOWN OF OYSTER BAY and/or its representatives are directed to enter into a written Settlement Agreement and Release in which it is obligated to make the following periodic payments under the terms hereafter set forth,

(A) Future Periodic Payments to be paid as follows to Lynn Amico:

A guaranteed lump sum payment of \$58,000.00 on 6/25/2030;

A guaranteed lump sum payment of \$59,510.70 on 7/25/2030.

(cost of annuity: \$81,513.92)

That the above aforementioned payments stated as guaranteed shall be paid whether or not Lynn Amico is alive. In the event that Lynn Amico dies at any time prior to the receipt of all payments described as guaranteed, the balance of any guaranteed payments shall be paid to her Estate or to any such person she may so designate on attaining age of majority.

(B) Future Periodic Payments to be paid as follows to Theresa Amico:

A guaranteed lump sum payment of \$53,000.00 on 11/25/2027;

A guaranteed lump sum payment of \$54,389.44 on 12/25/2027.

(cost of annuity: \$81,513.92)

That the above aforementioned payments stated as guaranteed shall be paid whether or not Theresa Amico is alive. In the event that Theresa

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Amico dies at any time prior to the receipt of all payments described as guaranteed, the balance of any guaranteed payments shall be paid to her Estate or to any such person she may so designate on attaining age of majority; and it is further

ORDERED, that the projected purchase date of the annuities is September 15, 2017. If the defendant is unable to fund the annuities by this funding date by reason of this Order having been signed on a date that made it impossible to timely pay for the annuities, any resultant delay may require a change in the infant plaintiffs' benefit payment dates or amounts which shall be recorded in the Settlement Agreement and Release, qualified assignment documents and annuity contracts without the necessity of obtaining further court approval; and it is further

ORDERED, that the obligation of defendant TOWN OF OYSTER BAY and/or its representatives in paragraph (A) and (B) above may be met by assigning to and arranging for an assumption by MetLife Tower Resources Group, Inc. ("Assignee") of the defendant's obligation to make the future periodic payments set forth in paragraph (A) and (B) above, pursuant to Internal Revenue Code § 130(c), and that MetLife Tower Resources Group, Inc. may fund the obligation assumed by the purchase of annuities from Metropolitan Life Insurance Company, an A.M. Best Company rated A+ insurer licensed to do business in the State of New York, which shall be owned by MetLife Tower Resources Group, Inc. pursuant to Internal Revenue Code § 130(d). Lynn Amico and Theresa Amico shall each have a security interest in the annuity used to fund their respective future periodic payments. Metropolitan Life Insurance Company shall guarantee the performance of MetLife Tower Resources Group, Inc.; and it is further

ORDERED, that the defendant, TOWN OF OYSTER BAY and/or its representatives shall immediately forthwith fund the periodic payment obligation in Paragraph (A) and (B) by issuing a check or draft made payable to MetLife Tower Resources Group, Inc. in the sum of ONE HUNDRED SIXTY THREE THOUSAND TWENTY-SEVEN and 84/100 (\$163,027.84)

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DOLLARS and delivering said check or draft to Creative Capital Inc., the structured settlement broker placing the case; and it is further

ORDERED, that no part of the sum being paid by the defendant TOWN OF OYSTER BAY and/or its representatives to provide future periodic payments as set forth in this order may be paid directly to plaintiffs, this Court having determined that a structured settlement is in the best interest of the infant plaintiffs and that said periodic payments constitute damages on account of physical injury or physical sickness, in a case involving physical injury or physical sickness, including wrongful death, within the meaning of §104(a)(2) and §130(c) of the Internal Revenue Code of 1986, as amended; and it is further

ORDERED, that none of the above-described obligors and guarantors, nor the infants, nor the natural guardian, nor any payee may sell, assign, pledge, transfer or encumber the annuity benefits herein above described or take any other action to defeat or impair the intent of this Court to provide to the infant plaintiffs the payments herein above set forth, absent a further order of the Court; and it is further

ORDERED, that LORI AMICO, as Administrator of the Estate of PHILIP CALVIN AMICO, deceased, and LORI AMICO, as the Mother and Natural Guardian of THERESA AMICO, an infant and LORI AMICO, as the Mother and Natural Guardian of LYNN AMICO, an infant be, and she hereby is directed, authorized and empowered to execute such releases and other ancillary documents reasonably required to effectuate the settlement; and it is further

ORDERED, that the firm of Sullivan Papain Block McGrath & Cannavo, P.C., the attorneys for the Administrator, which is to receive payments pursuant to this Order must continue to act as attorneys for the estate until the entry of a final decree in the Surrogate's Court; and it is further

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ORDERED, that the rights, responsibilities and obligations of defendant and its representatives are totally extinguished and satisfied upon payment of the sums necessary for the purchase of the annuities, the immediate up-front cash payments, the payments, the payment of attorney fees and disbursements, and the signing of the Settlement Agreement and Release and Qualified Assignments as herein ordered; and it is further

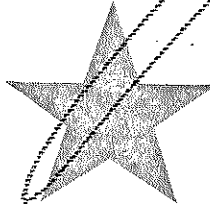
ORDERED, that the determination of the allocation and distribution of the settlement proceeds and related matters for the cause of action for the Estate of Philip Calvin Amigo shall be made by the Surrogate's Court which issued the Letters of Administration, and it is further

ORDERED, that the filing of a bond is dispensed with.

AUG 17 2017

ENTERED:

J.S.C.



TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT LORI AMICO, Administratrix of the Estate of PHILIP CALVIN AMICO, deceased, an infant under the age of 2 years, and LORI AMICO, as mother and natural guardian of her daughters, THERESA AMICO, an infant under the age of 8 years and LYNN AMICO, an infant under the age of 5 years, and LORI AMICO, as mother and natural guardian of PHILIP CALVIN AMICO, an infant under the age of 2 years and LORI AMICO, individually, being over the age of eighteen (18) and residing at 79 Bengueyfield Drive, East Williston, New York,

as RELEASOR,

in consideration of the sum of FOUR HUNDRED NINETY THOUSAND and 00/100 (\$490,000.00) DOLLARS

received from TOWN OF OYSTER BAY and VILLAGE OF BAYVILLE

as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges

TOWN OF OYSTER BAY and VILLAGE OF BAYVILLE

the RELEASEE, RELEASEE'S heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had now have or hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, and more particularly, for any cause of action arising out of any injury sustained by PLAINTIFFS on the 17th day of September, 2012, in full and final settlement, inclusive of any and all liens known and unknown.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has hereunto set RELEASOR'S hand and seal on the 28 day of July, 2016.

IN PRESENCE OF


LORI AMICO

STATE OF NEW YORK : COUNTY OF NASSAU: SS.:

On July 28, 2016, before me personally came LORI AMICO, to me known and known to me to be the individual(s) described in and who executed the foregoing RELEASE, and duly acknowledged to me that she executed the same.

ALLISON PALMER
Notary Public, State of New York
No. 30-4062413
Qualified in Suffolk County
Commission Expires April 30, 2026


Notary Public

SETTLEMENT AGREEMENT AND RELEASE

PLAINTIFFS: Lori Amico, as mother and Natural Guardian of Theresa Amico and Lynn Amico, infants and Lori Amico as Administrator of the Estate of Philip Calvin Amico, deceased

DEFENDANT: Town of Oyster Bay

ASSIGNEE: MetLife Tower Resources Group, Inc.

This Settlement Agreement and Release ("Settlement Agreement") is made and entered into this ___ day of _____ 201_, by and between Plaintiffs and Defendant.

RECITALS

I. On or about January 16, 2014, the Plaintiffs commenced an Action against the Defendant in the Supreme Court of the State of New York, Nassau County (Index No. 012535/13) by the filing of a summons and verified complaint (the "Complaint"). The Action arose out of the alleged negligent acts or omissions of the Defendant, and the Plaintiffs sought to recover monetary damages which were alleged to be the proximate result of an incident on September 17, 2012 that resulted in personal and physical injuries to Theresa Amico and Lynn Amico and the death of Philip Calvin Amico, deceased.

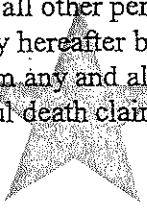
II. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are the subject of or might have been the subject of the Complaint, upon the terms and conditions set forth herein.

AGREEMENT

The parties hereto hereby agree as follows:

A. Release and Discharge

In consideration of the payments called for herein, the Plaintiffs (sometimes referred to herein as "Releasers") hereby completely release and forever discharge the Defendant and said Parties' past, present and future officials, officers, council members, directors, stockholders, attorneys, insurers, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now or may hereafter be affiliated (sometimes referred to herein as "Releasee" or "Released Party"), of and from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs,



losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, and whether for compensatory or punitive damages, which the Plaintiffs now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiffs, Theresa Amico and Lynn Amico, any future wrongful death claim of Theresa Amico and Lynn Amico's representatives, any and all known or unknown claims for the wrongful death of Philip Calvin Amico, bodily and personal injuries to Philip Calvin Amico, or any future personal injury and/or wrongful death claim brought by anyone claiming to be the personal representative of Philip Calvin Amico, which have resulted or may result from the alleged acts or omissions of the Defendant. This release shall be a fully binding and complete settlement between the Plaintiffs and the Defendant, their assigns and successors, save only the executory provisions of this Settlement Agreement.

B. Payments

(i) In consideration of the release set forth above, the Defendant hereby agrees to pay the Plaintiffs the following sums in the following manner all in accordance with and pursuant to the Amended Order of the Hon. R. Bruce Cozzens, Jr. dated July 10, 2017:

1. (a) An up-front payment of \$81,972.16 payable to Lori Amico as Mother and Natural Guardian of Theresa Amico and Lynn Amico and Sullivan Papain Block McGrath & Cannavo, P.C., Plaintiffs' attorneys.

(b) An up-front payment of \$245,000.00 payable to Sullivan Papain Block McGrath & Cannavo, P.C., Plaintiffs' attorneys.

2. Future periodic payments as set forth in EXHIBIT "A" attached hereto and made part of this agreement. The cost to the Defendant of the future periodic payments portion of this settlement is One Hundred Sixty Three Thousand Twenty Seven and 84/100 dollars (\$163,027.84), disclosure of which has been required as a condition of settlement. No part of the sum being paid by the Defendant to provide future periodic payments as set forth in this Settlement Agreement may be paid directly to Plaintiffs, inasmuch as the court has determined that a structured settlement is in the best interest of the infant Plaintiffs and that said periodic payments constitute damages on account of physical injury or physical sickness in a case involving physical injury or physical sickness within the meaning of §104(a)(2) and § 130(c) of the Internal Revenue Code of 1986, as amended.

(ii) All sums set forth herein constitute damages on account of physical injuries or physical sickness, within the meaning of § 104 (a) (2) and § 130 (c) [as regards the future periodic payments] of the Internal Revenue Code of 1986, as amended.

(iii) It is understood and agreed that the Defendant shall pay a total of \$326,972.16 in "up-front" payments (as outlined in para. B (i) (1) above). The Defendant has no notice or knowledge of any outstanding liens. In the event of the existence of any outstanding liens arising

from the incident described in Recital I, it is understood and agreed that the Plaintiffs shall be responsible to resolve and/or satisfy any and all such liens and the Plaintiffs shall indemnify and hold the Defendant harmless from any and all such claims made by lienholders, whether such claims have been made, or are in the future made.

(iv) It is understood and agreed that the Defendant shall issue its up-front payment as described in para. B (i) (1) and shall fund the structured settlement annuities herein within the time permitted by CPLR 5003-a.

(v) The term "guaranteed" as it is used in Exhibit "A" hereto shall be construed to mean "payments that will be made whether the Plaintiffs/Payees are alive or not at the time the payment is due." Should the Plaintiffs/Payees expire prior to receipt of all payments described as "guaranteed", the remainder of the "guaranteed" payments shall be payable as set forth in Section F below entitled "Plaintiffs' Beneficiary".

C. Plaintiffs' Rights to Payments

The future periodic payments described in para. B (i) (2) above cannot be accelerated, deferred, increased or decreased by the Plaintiffs and no part of the payments called for herein or any specific assets of the Defendant are to be subject to execution of any legal process for any obligation of the Plaintiffs or any Payee in any manner, nor shall the Plaintiffs or any Payee have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance has been approved in advance in a "Qualified Order" as defined in §5891(b)(2) of the Internal Revenue Code and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute. Any attempt by Plaintiffs or any Payee to so assign, anticipate, pledge or encumber any annuity payments without complying with the requirements of Internal Revenue Code § 5891(b)(2) and any applicable state law shall be null and void and shall not affect the Plaintiffs' or any Payee's rights to receive annuity payments. Transfer of the periodic payments is thus prohibited by the terms of this structured settlement and may otherwise be prohibited or restricted under applicable law.

D. Right to Execute an Assignment of Liability

It is understood and agreed by and between the parties hereto that Defendant has elected, as a matter of right and in its sole discretion, to assign its duties and obligations to make the future periodic payments as set forth in Exhibit "A" to MetLife Tower Resources Group, Inc. ("Assignee") within the meaning of § 130(c) of the Internal Revenue Code of 1986, as amended. Such assignment is hereby accepted by Plaintiffs without right of rejection and in full discharge and release of the duties and obligations of Defendant to make the future periodic payments set forth on Exhibit "A". The Assignee's obligation for payment of the periodic payments is no greater than the obligation of the person or entity originally liable (whether by suit or agreement) for payment and from whom the obligation was assigned. The parties hereto expressly understand and agree that upon the assignment of its duties and obligations to make such future periodic payments being

made by Defendant to Assignee pursuant to this agreement, all of the duties and responsibilities otherwise imposed upon Defendant by this agreement with respect to such future payments shall instead be binding solely upon Assignee. It is understood that Metropolitan Life Insurance Company shall guarantee the performance of MetLife Tower Resources Group, Inc.

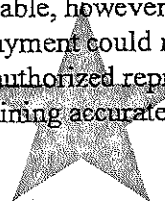
The Plaintiffs further and fully recognize and agree that the Assignee shall be Plaintiffs' sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of the Defendant, and all Releasees with respect to the future periodic payments shall thereupon become final, irrevocable and absolute. When a qualified assignment as described above is made, Theresa Amico and Lynn Amico shall be a "Secured Party" of the Assignee, MetLife Tower Resources Group, Inc., as defined in the Qualified Assignment, Release and Pledge Agreement executed between the Defendant/Assignor and Assignee to effect the assignment.

E. Right to Purchase An Annuity

Defendant's Assignee may, for its own convenience, fund its obligation to make the future periodic payments under the terms of this agreement as set forth in Exhibit "A" through the purchase of annuities from Metropolitan Life Insurance Company ("Annuity Issuer"). Neither Plaintiffs nor anyone acting on Plaintiffs' behalf shall have any right of or incidence of ownership whatsoever in the annuity policies; shall have any right to accelerate or defer payments due from the Defendant's Assignee; shall have any right to increase or decrease any payments due from the Defendant's Assignee; shall have any other right of dominion or control of or over the annuity policies which shall be owned exclusively by the Defendant's Assignee. The Defendant's Assignee may have Metropolitan Life Insurance Company mail payments directly to the Plaintiffs/Payees/Payment Recipients.

F. Plaintiffs Beneficiary

In the event of the death of Theresa Amico, all guaranteed non-life contingent payments specified in Exhibit "A (1)" to be made by the Defendant's Assignee pursuant to the provisions of this agreement that have not been paid as of the date of Theresa Amico's death, shall be continued to be paid on the dates specified therein to the Estate of Theresa Amico or to any such person she may so designate on attaining age of majority. In the event of the death of Lynn Amico, all guaranteed non-life contingent payments specified in Exhibit "A (2)" to be made by the Defendant's Assignee pursuant to the provisions of this agreement that have not been paid as of the date of Lynn Amico's death, shall be continued to be paid on the dates specified therein to the Estate of Lynn Amico or to any such person she may so designate on attaining age of majority. On attaining age of majority, Payees may request in writing that Assignee change the beneficiary designation under this Agreement. Assignee will do so but will not be liable, however, for any payment made prior to receipt of the request or so soon thereafter that payment could not reasonably be stopped. Plaintiffs/Payees/Payment Recipients or a duly authorized representative of the Plaintiffs/Payees/Payment Recipients shall be responsible for maintaining accurate address and mortality information with the Defendant's Assignee.



G. Attorney's Fees

Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the Complaint, this Settlement Agreement, the Qualified Assignment, and all other matters and documents referred to herein including, but not limited to, the preparation and filing of all documents necessary, customary and/or appropriate to accomplish the dismissal of the Complaint with prejudice and without costs, and all related matters.

H. Delivery of Stipulation of Discontinuance with Prejudice

Concurrently with the execution of this Settlement Agreement, counsel for the Plaintiffs shall deliver to counsel for the Defendant all appropriate documents necessary to accomplish the dismissal and discontinuance with prejudice of the civil action described in Recital "I" above which shall be held in escrow. The Plaintiffs have authorized the Plaintiffs' attorneys to execute a Stipulation of Discontinuance with Prejudice on their behalf and hereby authorize counsel for the Defendant to file said stipulation with the Court and enter said dismissal as a matter of record once all cash amounts due and funding for all annuities have been paid and cleared.

I. Supplementary Documents

All parties to this Settlement Agreement and Release agree to execute any and all supplementary documents and to take all actions required to implement and to give full force and effect to the terms and intent of this agreement.

J. General Release

The Plaintiffs hereby acknowledge and agree that the release set forth in Paragraph A hereof is a general release and Plaintiffs further expressly waive and assume the risk of any and all claims for damages which exist as of this date but of which the Plaintiffs do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiffs' decision to enter into this Settlement Agreement. The Plaintiffs further agree that Plaintiffs have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact, and Plaintiffs assume the risk that the facts or law may be otherwise than Plaintiffs believe. It is understood and agreed to by the Parties that this settlement is a compromise of a disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendant.

K. Warranty of Capacity to Execute Agreement

The Plaintiffs represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement except as otherwise set forth herein and that Plaintiffs have the sole right and exclusive

authority to execute this Settlement Agreement and receive the sum or sums specified in it; and that Plaintiffs have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

L. Discharge of Obligation

The obligation assumed by the Assignee to make each Periodic Payment shall be fully discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address on record for the Payee or Beneficiary with the Annuity Issuer. If the Payee or Beneficiary notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Annuity Issuer to initiate a stop payment action and, upon confirmation that such check was not previously negotiated or electronic funds transfer deposited, shall have the Annuity Issuer process a replacement payment.

M. Payee Representative

If at any time any Payee is for any reason legally incapable of acting on such Payee's own behalf, all notices, designations, or instruments required or permitted to be executed by or delivered to such Payee and all payments required to be made to such Payee shall be executed and delivered to or by, and paid to, any legal guardian, conservator, custodian, or trustee (any of the foregoing being hereinafter referred to as a "Representative") appointed to act for such Payee or with respect to such Payee's property. All payments made to any Representative shall be held and applied by such Representative solely for the benefit of the Payee for whom such Representative acts.

N. Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Plaintiffs and the Defendant with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

O. Representation of Comprehension of Document

In entering into this Settlement Agreement, the Plaintiffs represent that Plaintiffs have read the terms of this Settlement Agreement and that those terms are fully understood and voluntarily accepted by Plaintiffs. In entering into this Settlement Agreement, Plaintiffs have retained and consulted with Plaintiffs' own independent attorneys selected by Plaintiffs of Plaintiffs' own free will, and have fully and freely consulted with them on matters relating to this settlement and its terms and conditions. Plaintiffs acknowledge that this Settlement Agreement has been negotiated by the respective Parties through counsel. The Parties to this Settlement Agreement contemplate and intend that all payments set forth in Section B above constitute damages received on account of personal physical injuries or physical sickness, arising from the occurrence, within the meaning of

§ 104 (a)(2) of the Internal Revenue Code of 1986, as amended. Plaintiffs acknowledge receipt of the following statutorily required disclosures pursuant to the requirements of §5-1702 of the New York General Obligations Law relating to the Periodic Payments: the annuity premium payable to the Annuity Issuer as defined in Section B (i) (2) for the aforementioned periodic payments is \$163,027.84; no costs may be deducted from any of the Periodic Payments; any transfer of the Periodic Payments is prohibited by the terms of the structured settlement and may otherwise be prohibited or restricted under applicable law; Plaintiffs have been advised to obtain or have obtained independent professional advice relating to the legal, tax, financial or other (favorable or adverse) consequences of any kind arising out of the settlement; the Defendant or Defendant's legal representatives may not refer any advisor, attorney or firm for such purpose; and the Plaintiffs are not relying on the advice of the Defendant or anyone associated with them, including their attorneys for such purpose. Accordingly, the Plaintiffs hereby release and hold harmless the Defendant, and any and all counsel for the Defendant from any claim, cause of action, or other rights of any kind which the Plaintiffs may assert because of the legal, tax or other consequences of this Settlement Agreement. Plaintiffs represent and warrant that Plaintiffs have read and discussed this Settlement Agreement and Release fully with Plaintiffs' attorneys and fully understand its terms and conditions, and voluntarily accepts them as Plaintiffs' own free and voluntary act.

P. Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with laws of the State of New York.

Q. Multiple Counterparts

This Agreement may be executed by the parties in multiple counterparts (although not required) and all of such counterparts so executed shall collectively constitute this one Agreement and shall be deemed to establish this one Settlement Agreement. For purposes of executing this Settlement Agreement, a document signed and transmitted by facsimile machine or scan and email is to be treated as an original document. No Party may raise the use of a facsimile machine or scan or the fact that any signature was transmitted through the use of a facsimile or scan and email as a defense to the enforcement of this Settlement Agreement.

R. Captions and Paragraph Headings; Construction

Captions and Paragraph headings used in this Settlement Agreement are for convenience only and are not a part of this Settlement Agreement and shall not be used in construing it. The terms, conditions and other provisions of this Settlement Agreement have been negotiated between the parties, with each party having had the benefit of its own legal counsel. The construction and interpretation of any clause or provision of this Settlement Agreement shall be construed without regard to the identity of the party that prepared this Settlement Agreement, and no presumption shall arise as a result that this Settlement Agreement was prepared by one party or the other.

S. Severability

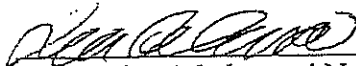
In the event that any one or more of the provisions of this Settlement Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Settlement Agreement shall not in any way be affected or impaired thereby.

T. Effectiveness

This Settlement Agreement may be executed immediately, but shall only become effective after the Court has approved the settlement. By his or her signature below, each party represents and warrants that he or she has the full authority to bind the person, persons or entity for whom execution of this agreement is being made.

Executed on the dates set forth below.

Town of Oyster Bay


Lori Amico, Mother and Natural
Guardian of Theresa Amico and
Lynn Amico, infants, and as
Administrator of the Estate
of Philip Calvin Amico, deceased

By: _____
Authorized Representative

Printed Name

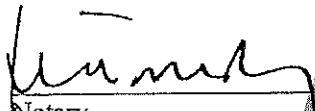
Title

Date

ACKNOWLEDGEMENT:

STATE OF New York)
COUNTY OF New York) ss.:

On the 8th day of August, 2017, before me, the undersigned, personally appeared Lori Amico, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within SETTLEMENT AGREEMENT and RELEASE, and acknowledged to me that she executed the same in her capacity, and that by her signature on the SETTLEMENT AGREEMENT and RELEASE, the individual, or the person upon behalf of whom the individual acted, executed the SETTLEMENT AGREEMENT AND RELEASE.


Notary

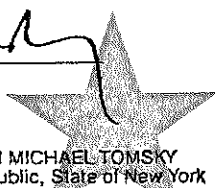

JOHN MICHAEL TOMSKY
Notary Public, State of New York
No. 4786078
Qualified in New York County
Commission Expires Dec. 31, 2017

EXHIBIT A – BENEFIT PAYMENTS

Assignee: MetLife Tower Resources Group, Inc.

Annuity Issuer: Metropolitan Life Insurance Company

(1) Payee: Theresa Amico

A guaranteed lump sum payment of \$53,000.00 on 11/25/2027;

A guaranteed lump sum payment of \$54,389.44 on 12/25/2027.

Beneficiary: Estate of Theresa Amico

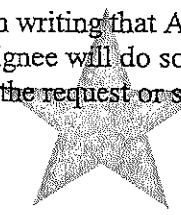
(2) Payee: Lynn Amico

A guaranteed lump sum payment of \$58,000.00 on 6/25/2030;

A guaranteed lump sum payment of \$59,510.70 on 7/25/2030.

Beneficiary: Estate of Lynn Amico

On attaining age of majority, Payees may request in writing that Assignee change the beneficiary designation under this agreement. Assignee will do so but will not be liable, however, for any payment made prior to receipt of the request or so soon thereafter that payment could not reasonably be stopped.



Qualified Assignment, Release and Pledge Agreement
In Accordance With Internal Revenue Code Section 130

"Claimant(s)-Secured Party": Theresa Amico and Lynn Amico

"Assignor": Town of Oyster Bay

"Settlement Agreement": _____
[Date and title of settlement agreement, order or other document embodying
the Assignor's obligation to make the agreed periodic payments]

"Assignee-Debtor": MetLife Tower Resources Group, Inc.

"Annuity Issuer": Metropolitan Life Insurance Company

"Effective Date": _____

This Qualified Assignment, Release and Pledge Agreement is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following facts:

- A. Claimant(s)-Secured Party and Assignor are parties to or are otherwise subject to or entitled to receive payments under the above-referenced Settlement Agreement, under which Assignor has liability to make certain periodic payments to or for the benefit of Claimant(s)-Secured Party as specified or referred to in paragraph 15 of this Agreement (the "Periodic Payments");
- B. Assignor and Assignee-Debtor wish to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and
- C. Assignee-Debtor desires to grant to Claimant-Secured Party a security interest to secure the liability being assumed by Assignee-Debtor to make the Periodic Payments.

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. **Assignment and Assumption; Release of Assignor.** Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor's liability to make the Periodic Payments.



Each Claimant hereby accepts and consents to such assignment by Assignor and assumption by Assignee. Effective on the Effective Date, each Claimant hereby releases and discharges Assignor from all liability to make the Periodic Payments.

2. **Nature of Periodic Payments.** The Periodic Payments constitute
 - i. damages (other than punitive damages), whether by suit or agreement, or
 - ii. compensation under a workers' compensation act,on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a) of the Code.
3. **Extent of Assignee's Liability.** Assignee-Debtor's liability to make the Periodic Payments shall be no greater than the liability of Assignor immediately prior to the Effective Date. Assignee assumes no liability other than the liability to make the Periodic Payments. Assignee's liability to make the Periodic Payments shall be unaffected by any bankruptcy or insolvency of Assignor.
4. **Qualified Funding Asset.** Assignee-Debtor will fund the Periodic Payments by purchasing from Annuity Issuer a "qualified funding asset," as defined in Section 130(d) of the Code, in the form of an annuity contract (the "Annuity") issued by Annuity Issuer and providing for payments corresponding to the Periodic Payments. Assignee-Debtor shall be designated as the owner of the Annuity. All rights of legal ownership and control of the Annuity shall (subject to paragraph 12 of this Agreement) be and remain vested exclusively in Assignee-Debtor; provided, however, that the Annuity shall be used by Assignee-Debtor to fund the Periodic Payments and shall at all times be designated by Assignee-Debtor on its records as being taken into account, under Section 130 of the Code, with respect to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, neither any Claimant nor any Successor Payee shall have any rights with respect to the Annuity or the payments thereunder that would cause any amount attributable to the Annuity to be currently includible in the recipient's income or would otherwise affect the determination of when any recipient is treated as having received any payment for income tax purposes, or would otherwise prevent this Agreement from satisfying all of the conditions for a "qualified assignment" within the meaning of Section 130(c) of the Code.
5. **Delivery of Payments.** Assignee-Debtor may have Annuity Issuer send payments directly to a Claimant-Secured Party, or, if applicable, to a Successor Payee (as defined in paragraph 8 of this Agreement), or deliver payments by electronic funds transfer to a depository institution in the United States for credit (directly or indirectly) to an insured account in the name of such Claimant-Secured Party or Successor Payee. Such direction of payments under the Annuity shall not be deemed to afford the Claimant-Secured party or any Successor Payee any rights of ownership or control of the Annuity. Each Claimant-Secured Party and any Successor Payee shall at all times keep Annuity Issuer apprised of such Claimant-Secured Party's or Successor Payee's current street address and telephone number and, if such Claimant-Secured Party or Successor Payee receives payments by electronic funds transfer, the name, address, bank identifier number (BIN) and telephone number of the applicable depository institution and the account number of the account to which the payments are to be credited.
6. **Discharge of Liability.** The Assignee-Debtor's liability to make each Periodic Payment to the Claimant-Secured Party or Successor Payee designated to receive such payment shall be discharged automatically at such time as a corresponding payment is made to such Claimant-Secured Party or Successor Payee by the Annuity Issuer.
7. **Acceleration, Transfer of Payment Rights.** None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be

- i. Accelerated, deferred, increased or decreased by any recipient of any of the Periodic Payments; or
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant-Secured Party or Successor Payee shall have the power to effect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

8. **Contingent Beneficiaries.** Any Periodic Payments to be made after the death of any Claimant-Secured Party or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement or, if the Settlement Agreement does not provide for such designation, then to the party designated in conformity with this paragraph 8. Any party so designated is referred to in this Agreement as a "Contingent Beneficiary." If no Contingent Beneficiary is living at the time of the death of a Claimant-Secured Party or Successor Payee, payment shall be made to the decedent's estate. As used in this agreement the term "Successor Payee" refers to a Contingent Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant-Secured Party or a Successor Payee. Except as otherwise provided in the Settlement Agreement, no designation or change of designation of a Contingent Beneficiary shall be effective unless such change (i) is requested in a written request submitted to Assignee (or its authorized agent) in accordance with Assignee's customary procedures for processing such requests; and (ii) is confirmed by Assignee (or its authorized agent). Except for a designation that is expressly identified in the Settlement Agreement as irrevocable, any designation of a Contingent Beneficiary shall be deemed to be revocable; and no party that is designated as a Contingent Beneficiary (other than a party irrevocably designated as a Contingent Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Contingent Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.
- 9 Assignee-Debtor hereby pledges and grants to Claimant-Secured Party a lien on and security interest in all of Assignee-Debtor's right, title, and interest in the Annuity and all payments therefrom in order to secure the obligation of Assignee-Debtor to make the Periodic Payments. Assignee-Debtor and Claimant-Secured Party shall notify Annuity Issuer of the lien created under this Agreement and Assignee-Debtor shall deliver the Annuity to Claimant-Secured Party upon execution of this agreement and receipt by Assignee-Debtor of the Annuity from Annuity Issuer. Assignee-Debtor shall have no obligation to perform any other acts in connection with the pledge and grant of said security interest other than as expressly provided in this paragraph 9 of this Agreement.
- 10 Assignee-Debtor shall have all rights of Ownership and control in the Annuity; including the right to receive and retain all benefits under the Annuity, which are not inconsistent with the security interest granted under paragraph 11, and Claimant-Secured Party shall have no right to anticipate, sell, assign, pledge, encumber, or otherwise exercise any right with respect to the Annuity, so long as Assignee-Debtor has not failed due to insolvency or bankruptcy to make any of the Periodic Payments. If such a failure occurs and is continuing, Claimant-Secured Party shall have all of the rights and remedies of a secured party under the law then in effect in the State of New York.

11. The Annuity will bear the following legend:

"NOTICE"

"This annuity contract has been delivered to the possession of _____ for the sole purpose of perfecting a lien and security interest of such person in this contract. _____ is not the owner of, and has no ownership rights in, this contract and may not anticipate, sell, assign, pledge, encumber, or otherwise use this contract as any form of collateral. Please contact the issuer of this contract for further information."

12 Failure to Satisfy Section 130(c).

- (i) If at any time prior to completion of the Periodic Payments, the Settlement Agreement is declared terminated in a final, non-appealable order of a court of competent jurisdiction (or in the case of a workers' compensation settlement, a final order of the applicable workers' compensation authority): (i) the assignment by Assignor to Assignee of the liability to make the Periodic Payments, and Assignee's acceptance of such assignment shall be of no force or effect; (ii) Assignee shall be conclusively deemed to be acting as the agent of Assignor; (iii) the Annuity shall be owned by Assignor; (iv) Assignee shall have no liability to make any Periodic Payments; and (v) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing.
- (ii) If at any time prior to completion of the Periodic Payments, it is conclusively determined that the requirements of Section 130(c) of the Code have not been satisfied in connection with this Agreement in a final non-appealable ruling or order: (i) the assignment by Assignor to Assignee of the liability to make the Periodic Payments, and Assignee's acceptance of such assignment shall be of no force or effect; (ii) Assignee shall be conclusively deemed to be acting as the agent of Assignor; (iii) the Annuity shall be owned by Assignor, which shall retain the liability to make the Periodic Payments; (iv) Assignee shall have no liability to make any Periodic Payments; and (v) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing.

13 Governing Law; Disclosure of Certain Tax Information; Binding Effect.

- (i) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York provided, however, that any Transfer of Payment Rights under this Agreement may be subject to the laws of other states in addition to the state designated above.
- (ii) This Agreement shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, including without limitation any party asserting an interest in Payment Rights.

- 14 Advice, Comprehension of Agreement.** In entering into this Agreement, each Claimant-Secured Party represents and warrants that (i) such Claimant has relied solely upon the legal and tax advice of such Claimant-Secured Party's own attorneys and other advisors, who are the attorneys and advisors of such Claimant's choice, concerning the legal and income tax consequences of this Agreement; and (ii) the terms of this Agreement have been completely read by and explained to such Claimant and are fully understood and voluntarily accepted by such Claimant.

15. **Description of Periodic Payments.** The Periodic Payments are as set forth immediately below or (if not set forth below) as set forth in attached **Addendum No. 1**, which is hereby incorporated in and made a part of this Agreement.

Description of Periodic Payments:

Future Periodic Payments to be paid as follows to Lynn Amico ("Payee"):

A guaranteed lump sum payment of \$58,000.00 on 6/25/2030;

A guaranteed lump sum payment of \$59,510.70 on 7/25/2030.

Beneficiary: Estate of Lynn Amico

Future Periodic Payments to be paid as follows to Theresa Amico ("Payee"):

A guaranteed lump sum payment of \$53,000.00 on 11/25/2027;

A guaranteed lump sum payment of \$54,389.44 on 12/25/2027.

Beneficiary: Estate of Theresa Amico

On attaining age of majority, Payees may request in writing that Assignee change the beneficiary designation under this agreement. Assignee will do so but will not be liable, however, for any payment made prior to receipt of the request or so soon thereafter that payment could not reasonably be stopped.

This **Qualified Assignment and Release Agreement** is signed in one or more counterparts as of the Effective Date by the following:

Assignor: Town of Oyster Bay

Assignee: MetLife Tower Resources Group, Inc.


By: _____
Authorized Representative

By: _____
Authorized Representative


Title: _____

Title: _____

Claimant(s)-Secured Party: Theresa Amico and
Lynn Amico


Claimant Secured Party Signature
By: Lori Amico, Mother and Natural
Guardian of Theresa Amico and Lynn
Amico

Approved as to Form and Content: Sullivan
Papain Block McGrath & Cannavo, P.C.


Attorney for Claimant-Secured Party

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MetLife Tower Resources Group, Inc.		
	2 Business name/disregarded entity name, if different from above MetLife		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) Wells Fargo 101 N. Independence Mall East, MetLife Lock Box# 780690	Requester's name and address (optional)	
	6 City, state, and ZIP code Philadelphia, PA 19106		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																			
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																			
<table><tr><td colspan="10">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="10">or</td></tr><tr><td colspan="10">Employer identification number</td></tr><tr><td>1</td><td>3</td><td>-</td><td>4</td><td>0</td><td>4</td><td>7</td><td>1</td><td>8</td><td>6</td></tr></table>		Social security number														-						or										Employer identification number										1	3	-	4	0	4	7	1	8	6
Social security number																																																			
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or																																																			
Employer identification number																																																			
1	3	-	4	0	4	7	1	8	6																																										

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person <i>[Signature]</i> Date <i>Jan 4, 2016</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA reporting?* on page 2 for further information.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----x
LORI AMICO, Administratrix of the Estate
of PHILIP CALVIN AMICO, deceased, an
infant under the age of 2 years, and
LORI AMICO, as mother and natural
guardian of her daughters, THERESA
AMICO, an infant under the age of 8
years and LYNN AMICO, an infant under
the age of 5 years, and LORI AMICO, as
mother and natural guardian of PHILIP
CALVIN AMICO, an infant under the age of
2 years and LORI AMICO, individually,

STIPULATION OF
DISCONTINUANCE

Index #: 012535/13

Plaintiff(s),

-against-


TOWN OF OYSTER BAY and VILLAGE OF
BAYVILLE

Defendant(s).
-----x

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

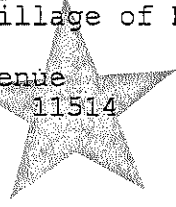
Dated: Mineola, New York
June 12, 2017

JEFFREY A. LESSER, ESQ.
Attorneys for Deft. TOWN OF
OYSTER BAY
54 Audrey Avenue
Oyster Bay, NY 11771
(516) 624-6150



SULLIVAN PAPAIN BLOCK
McGRATH & CANNAVO P.C.
Attorneys for Plaintiff(s)
1140 Franklin Avenue
Suite 200
Garden City, NY 11530
(516) 742-0707

Susan H. Odessky
Attorneys for Village of Bayville
File No: 120127
179 Westbury Avenue
Carle Place, NY 11514
516-334-4500



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X

LORI AMICO, Administratrix of the Estate
of PHILIP CALVIN AMICO, deceased, an
infant under the age of 2 years, and
LORI AMICO, as mother and natural
guardian of her daughters, THERESA
AMICO, an infant under the age of 8
years and LYNN AMICO, an infant under
the age of 5 years, and LORI AMICO, as
mother and natural guardian of PHILIP
CALVIN AMICO, an infant under the age of
2 years and LORI AMICO, individually

Index No. 012535/13

HOLD HARMLESS AGREEMENT

Plaintiff(s),

-against-

TOWN OF OYSTER BAY and VILLAGE OF
BAYVILLE

Defendant(s)

-----X

RELEASOR, LORI AMICO, Administratrix of the Estate of PHILIP CALVIN AMICO, deceased, an infant under the age of 2 years, and LORI AMICO, as mother and natural guardian of her daughters, THERESA AMICO, an infant under the age of 8 years and LYNN AMICO, an infant under the age of 5 years, and LORI AMICO, as mother and natural guardian of PHILIP CALVIN AMICO, an infant under the age of 2 years and LORI AMICO, individually will hold harmless and indemnify the defendants TOWN OF OYSTER BAY and VILLAGE OF BAYVILLE and/or their insurers, their employees, attorneys and agents against any and all additional liens, known or unknown, that may be asserted against the settlement proceeds of this action and the costs of defending against the same, which may presently exist or which may subsequently be asserted in connection with this matter.

IN WITNESS WHEREOF, the Releasor undersigned has executed this Hold Harmless Agreement on the date indicated.

Dated: 7-28-16

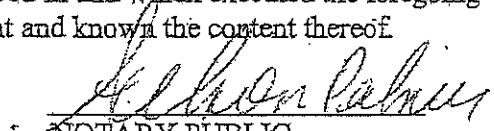

LORI AMICO

STATE OF NEW YORK)

ss:

COUNTY OF NASSAU)

On this 22 day of July, 2015, before me personally came LORI AMICO to me known, who, did depose and say that he is the individual described in and which executed the foregoing instrument, and that he executed the foregoing document and known the content thereof


NOTARY PUBLIC

ALLISON PALMER
Notary Public, State of New York
No. 30-4682413
Qualified in Suffolk County
Commission Expires April 30, 2016

WHEREAS, Richard W. Lenz, Commissioner of the Department of Public Works, by memorandum dated September 25, 2017, requested that the Town Board authorize the following employees to become members in the American Public Works Association, for one year, at a fee of \$190.00 each, in the total amount of \$570.00:

1. Michael Cipriano, Deputy Commissioner, Department of Public Works;
2. Robert Spinelli, Automobile Shop Supervisor II; and
3. Richard W. Lenz, P.E., Commissioner of DPW/Highway; and

WHEREAS, Commissioner Lenz advised the Town Board that there are sufficient funds available in account No. DPW A1640 47900 000 0000 to cover these memberships;

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and Michael P. Cipriano, Robert Spinelli and Richard W. Lenz are hereby authorized to purchase the abovementioned one-year memberships in the American Public Works Association, at a fee of \$190.00 each, in the total amount of \$570.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and the funds for said payment are to be drawn from Account No. DPW A1640 47900 000 0000.

#

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

Reviewed By
Office of Town Attorney

18

056

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

September 25, 2017

TO: MEMORANDUM DOCKET
FROM: RICHARD W. LENZ, P.E. COMMISSIONER DPW/HIGHWAY
SUBJECT: MEMBERSHIP INTO THE AMERICAN PUBLIC WORKS ASSOCIATION

Permission is requested for the following Department of Public Works employees to become members of the American Public Works Association for a one year period. (the application is attached):

Michael P. Cipriano, Deputy Commissioner DPW

Robert Spinelli, Automotive Shop Supervisor II

Richard W. Lenz, P.E. Commissioner DPW/HIGHWAY

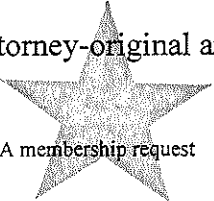
There are sufficient funds available in account #DPW-A1640-47900-000-0000 to cover this membership, at a cost not to exceed \$190.00 each.

Richard W. Lenz by John F. Caruso
Richard W. Lenz, P.E.
Commissioner DPW Highway Deputy Commissioner

RWL/jjh

cc: Town Attorney-original and 7 copies

Docket 2017 APWA membership request



Step 1

(Note that all APWA members residing in Canada are also members of the Canadian Public Works Association.)

Questions? Contact a membership specialist at 800-848-APWA or memberservices@apwa.net.

☒ **INDIVIDUAL MEMBERSHIP** (Choose either individual or group membership, then go to Step 2)

Individual membership is available to any official or employee of a governmental agency, manufacturer, supplier, contractor, or consulting firm that is actively engaged in the field of public works. Benefits Comparison Chart and Student membership information can be found at www.apwa.net/Membership/Types-of-Membership.

enter total

Individual Membership \$190 USD each

X Total number of members 1 = \$ 190

**Never been a member?
Get your FIRST YEAR of
individual membership
at HALF-PRICE!
(Just \$95 USD!)**

For information about
using the half-price offer
to start a new group or add
members to an existing group,
call 800-848-2792 or e-mail
memberservices@apwa.net.

OR

GROUP MEMBERSHIP Choose one of the three types of group membership. Then go to Step 2.

Groups will receive one consolidated renewal notice with a member roster attached. Public Agency, Corporate, and One-Call groups may add or drop members from the roster throughout the year, if necessary. Additional members can be added for \$160 USD each.

Use the Member Information section in Step 4 to provide names and contact information for people to be on the group roster.

PUBLIC AGENCY GROUP MEMBERSHIP

Available to any federal, provincial, state, local or other public agency concerned with public works. The number of individual memberships and the annual fee for an agency are based on the population served by the agency. When joining as an agency, each member saves \$30 USD on annual membership dues. Visit www.apwa.net/Membership/Types-of-Membership for Benefits Comparison Chart. Select the appropriate population category for your type of agency. Use the "Additional Rostered Members" line below if you would like to have more than the specified number of rostered members for that population category (\$160 USD per additional person).

- **State or Provincial Agencies**—Number of rostered members and annual dues for the group would be determined using the “Population Served” column representing 10% of total state/provincial population.
- **County Agencies**—Number of rostered members and annual dues for the group would be determined using the “Population Served” column representing 50% of total county population.
- **Special Districts**—Number of rostered members and annual dues for the group would be determined using the “Population Served” column representing 20% of total district population.
- **All others**—Refer to column representing total population served by the agency.

Population Served	0 – 10,000	10,001 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 300,000	300,001 – 500,000	500,001 – 1,000,000	More than 1,000,000	Federal Agency
Number of Rostered Members Covered*	2	4	6	10	16	20	26	30	50
Annual Dues (USD)	\$320	\$640	\$960	\$1600	\$2560	\$3200	\$4160	\$4800	\$8000

enter total

\$

CORPORATE GROUP MEMBERSHIP

Available to any non-governmental entity that furnishes public works services or products, including privately held or incorporated utilities. Select a level of corporate membership: Heritage, Prestige, or Crown. Visit www.apwa.net/Membership/Types-of-Membership for benefits chart.

Use the "Additional Rostered Members" line below if you would like to have more than the specified number of rostered members for the corporate group type you choose (\$160 USD per additional person).

Membership Level	Heritage	Prestige	Crown
Number of Rostered Members Covered	2	10	40
Annual Dues (USD)	\$467	\$1951	\$9264

enter total

3

ONE-CALL CENTER/SYSTEM GROUP MEMBERSHIP

Provides a method for those focused on damage prevention to share new technologies and practices and to promote public safety. Covers two rostered members. Use the "Additional Rostered Members" line below if you would like to have more rostered members (\$160 USD per additional person).

One-Call Group Membership \$367 USD

enter total

\$

ADDITIONAL ROSTERED MEMBERS

\$160 USD each X Total number of additional members _____ =

enter total

1

TOTAL

3

Student memberships are available; visit www.apwa.net/membership for details. Fee schedule through December 31, 2017.

Step 2 Local Chapter Dues

There are 63 APWA and CPWA chapters in North America, and 28 have local chapter dues in addition to national membership dues. The national headquarters handles the collection of those local chapter dues, which (where applicable) are mandatory and must be paid in full to maintain active membership status. For a complete list of chapters visit www.apwa.net/chapters.

LOCAL CHAPTER DUES (Note: local chapter dues—if applicable—then go to Step 4)			
Arizona	\$20 per person	New England (CT, MA, NH, RI, VT)	25% of full price National dues
Arkansas	25% of full price National dues	New Jersey	\$15 per person
Northern California (counties of San Francisco, Alameda, Contra Costa, Marin, Solano, Napa, Sonoma, Lake, Mendocino, Humboldt, and Del Norte, plus northern San Mateo county)	\$10 per person	New York (excluding NY City metro area) Metro	\$15 per person
Sacramento Area, California (counties of Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, Plumas, Glenn, Butte, Colusa, Sutter, Yuba, Nevada, Sierra, Yolo, Sacramento, Placer, El Dorado, Amador, Calaveras, Tuolumne, Mono, Alpine, and San Joaquin)	\$10 per person	North Carolina	\$10 per person
San Diego/Imperial Counties, California	\$25 per person	South Carolina	\$10 per person
Southern California (counties of Los Angeles, Orange, San Bernardino, and Riverside)	25% of full price National dues	Ohio	\$15 per person
Ventura County, California	\$10 per person	Rocky Mountain (ID, MT, WY)	\$10 per person
KC Metro	\$15 per person	Tennessee	\$15 per person
Kentucky	\$20 per person	Texas	\$30 per person
Michigan	\$25 per person	Utah	\$15 per person
Mid-Atlantic (DC, MD, VA, WV)	\$20 per person	Washington	\$25 per person
Minnesota	25% of full price National dues	Wisconsin	\$15 per person
Nevada	\$10 per person	Alberta, Canada	\$20 USD
		British Columbia, Canada	\$15 USD
		Ontario, Canada	\$25 USD

enter total

X Total number of members 1 = \$ 0

Step 3 Email Preferences

☐ Yes (For group memberships, please note each person's preference.)

Canada's new anti-spam legislation regulates the distribution of electronic messages to Canadian citizens as of July 1, 2014. This new law obligates APWA to obtain your consent to receive emails. By checking this box, you agree to receive occasional informational emails from APWA/CPWA about important public works announcements, events and deadlines.

Step 4 Payment (Complete payment information then go to Step 4)

Send entire completed application and payment information. Membership is for one year and will begin upon receipt of dues payment. Purchase orders are acceptable, but members will not receive benefits until receipt of payment.

APWA membership dues are not deductible as a charitable contribution but may be deductible as an ordinary business expense, subject to IRS limits. APWA does not designate the use of membership dues for lobbying or advocacy efforts; however, nine percent (8%) of our total operating budget is allocated toward advocacy-related programs, including staff salaries. Please consult your tax professional with regard to eligible ordinary business expenses.

From Step 1: Enter Individual or Group Membership Dues Total	\$ <u>190</u>
From Step 2: Enter Local Chapter Dues Total (if applicable)	\$ <u>0</u>
GST/HST/PST (Canada)*	\$ <u>0</u>
TOTAL PAYMENT DUE	\$ <u>190</u>

☐ Check in USD enclosed for \$ _____

IN USA, MAIL TO:
APWA
1200 Main Street
Suite 1400
Kansas City, MO 64105-1200

☐ Charge \$ _____ USD to my ☐ Visa ☐ Mastercard ☐ American Express

When paying by credit card, dues are charged in US dollars.

Account number _____ Card Expires (MM/YYYY) _____

Name as it appears on card _____ Signature _____

Would you like a receipt sent to you? ☐ Yes ☐ No

MAIL TO: APWA, 1200 Main Street, Suite 1400, Kansas City, MO 64105-2100

OR FAX TO: 816-303-4950

OR ONLINE: www.apwa.net/membership

☐ Please mail an invoice to the attention of: _____

MAIL THIS REQUEST TO:
APWA, 1200 Main Street,
Suite 1400, Kansas City,
MO 64105-2100

OR FAX TO:
816-303-4950

*Visit www.apwa.net/membership/CanadianTaxes for specific tax rates for your province (in Canada only).

Step 5

Member Information (Please print)

Sponsored by: _____ (optional)

Date: 9/18/2017

- Home address and contact information becomes useful when members make career changes.
Please mark whether you prefer to receive mail at home or office address.
- E-mail addresses are only utilized for distributing APWA- and CPWA-related news and information.
- For group memberships including more than 3 individuals, please copy this form as needed.
- For group membership, please identify to whom the group's annual membership renewal invoice should be addressed.

Mr.	Michael	P	Cipriano	MIKE	1970
Mr., Mrs., Ms., etc	First Name	MI	Last Name (include suffix)	Preferred Name (informal)	Year of Birth
Town of Oyster Bay			DPW/CVM	Deputy Commissioner	
150 Miller Place					
Office Address					
Syosset			NY	11791-5699	USA
City			State/Prov	Zip + 4 Code/Postal Code	Country
516-677-5825		516-677-5862		MCipriano@oysterbay-NY.gov	
Office Phone		Office Fax		Office E-mail	
Alternate Address (optional)					
Preferred Mailing Address: <input checked="" type="checkbox"/> Office <input type="checkbox"/> Alternate					
Alternate Phone (optional)			Alternate E-mail (optional)		

Mr., Mrs., Ms., etc	First Name	MI	Last Name (include suffix)	Preferred Name (informal)	Year of Birth
Organization (Agency/Firm)			Department/Division	Title	
Office Address					
City			State/Prov	Zip + 4 Code/Postal Code	Country
Office Phone		Office Fax		Office E-mail	
Alternate Address (optional)					
Preferred Mailing Address: <input type="checkbox"/> Office <input type="checkbox"/> Alternate					
Alternate Phone (optional)			Alternate E-mail (optional)		

Mr., Mrs., Ms., etc	First Name	MI	Last Name (include suffix)	Preferred Name (informal)	Year of Birth
Organization (Agency/Firm)			Department/Division	Title	
Office Address					
City			State/Prov	Zip + 4 Code/Postal Code	Country
Office Phone		Office Fax		Office E-mail	
Alternate Address (optional)					
Preferred Mailing Address: <input type="checkbox"/> Office <input type="checkbox"/> Alternate					
Alternate Phone (optional)			Alternate E-mail (optional)		

Step 1 Individual or Group?

Decide which type of membership works best for you, individual or group. APWA offers a number of membership categories based on your organization's strategic interests and objectives. Descriptions of each type of membership may be found at www.apwa.net/membership. (Note that all APWA members residing in Canada are also members of the Canadian Public Works Association.)

Questions? Contact a membership specialist at 800-848-APWA or memberservices@apwa.net.

<input checked="" type="checkbox"/> INDIVIDUAL MEMBERSHIP (Choose either individual or group membership, then go to Step 2)	
Individual membership is available to any official or employee of a governmental agency, manufacturer, supplier, contractor, or consulting firm that is actively engaged in the field of public works. Benefits Comparison Chart and Student membership information can be found at www.apwa.net/Membership/Types-of-Membership . Individual Membership \$190 USD each	enter total X Total number of members <u>1</u> = \$ <u>190</u>

— OR —

Never been a member?
Get your **FIRST YEAR** of
individual membership
at **HALF-PRICE!**
(Just \$95 USD!)

For information about
using the half-price offer
to start a new group or add
members to an existing group,
call 800-848-2792 or e-mail
memberservices@apwa.net

<input type="checkbox"/> GROUP MEMBERSHIP (Choose one of the three types of group membership, then go to Step 2)																															
Groups will receive one consolidated renewal notice with a member roster attached. Public Agency, Corporate, and One-Call groups may add or drop members from the roster throughout the year, if necessary. Additional members can be added for \$160 USD each. Use the Member Information section in Step 4 to provide names and contact information for people to be on the group roster.																															
PUBLIC AGENCY GROUP MEMBERSHIP Available to any federal, provincial, state, local or other public agency concerned with public works. The number of individual memberships and the annual fee for an agency are based on the population served by the agency. When joining as an agency, each member saves \$30 USD on annual membership dues. Visit www.apwa.net/Membership/Types-of-Membership for Benefits Comparison Chart. Select the appropriate population category for your type of agency. Use the "Additional Rostered Members" line below if you would like to have more than the specified number of rostered members for that population category (\$160 USD per additional person). <ul style="list-style-type: none">• State or Provincial Agencies—Number of rostered members and annual dues for the group would be determined using the "Population Served" column representing 10% of total state/provincial population.• County Agencies—Number of rostered members and annual dues for the group would be determined using the "Population Served" column representing 50% of total county population.• Special Districts—Number of rostered members and annual dues for the group would be determined using the "Population Served" column representing 20% of total district population.• All others—Refer to column representing total population served by the agency. <table><tr><th>Population Served</th><th>0 – 10,000</th><th>10,001 – 25,000</th><th>25,001 – 50,000</th><th>50,001 – 100,000</th><th>100,001 – 300,000</th><th>300,001 – 500,000</th><th>500,001 – 1,000,000</th><th>More than 1,000,000</th><th>Federal Agency</th></tr><tr><td>Number of Rostered Members Covered*</td><td>2</td><td>4</td><td>6</td><td>10</td><td>16</td><td>20</td><td>26</td><td>30</td><td>50</td></tr><tr><td>Annual Dues (USD)</td><td>\$320</td><td>\$640</td><td>\$960</td><td>\$1600</td><td>\$2560</td><td>\$3200</td><td>\$4160</td><td>\$4800</td><td>\$8000</td></tr></table>	Population Served	0 – 10,000	10,001 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 300,000	300,001 – 500,000	500,001 – 1,000,000	More than 1,000,000	Federal Agency	Number of Rostered Members Covered*	2	4	6	10	16	20	26	30	50	Annual Dues (USD)	\$320	\$640	\$960	\$1600	\$2560	\$3200	\$4160	\$4800	\$8000	enter total \$
Population Served	0 – 10,000	10,001 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 300,000	300,001 – 500,000	500,001 – 1,000,000	More than 1,000,000	Federal Agency																						
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ADDITIONAL ROSTERED MEMBERS \$160 USD each X Total number of additional members _____ =	enter total \$																														
Student memberships are available; visit www.apwa.net/membership for details. Fee schedule through December 31, 2017.	TOTAL \$																														

Step 2 Local Chapter Dues

There are 63 APWA and CPWA chapters in North America, and 28 have local chapter dues in addition to national membership dues. The national headquarters handles the collection of those local chapter dues, which (where applicable) are mandatory and must be paid in full to maintain active membership status. For a complete list of chapters visit www.apwa.net/chapters.

LOCAL CHAPTER DUES (Note: local chapter dues—if applicable—then go to Step 4)			
Arizona	\$20 per person	New England (CT, MA, NH, RI, VT)	25% of full price National dues
Arkansas	25% of full price National dues	New Jersey	\$15 per person
Northern California (counties of San Francisco, Alameda, Contra Costa, Marin, Solano, Napa, Sonoma, Lake, Mendocino, Humboldt, and Del Norte, plus northern San Mateo county)	\$10 per person	New York (excluding NY City metro area) Metro	\$15 per person
Sacramento Area, California (counties of Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, Plumas, Glenn, Butte, Colusa, Sutter, Yuba, Nevada, Sierra, Yolo, Sacramento, Placer, El Dorado, Amador, Calaveras, Tuolumne, Mono, Alpine, and San Joaquin)	\$10 per person	North Carolina	\$10 per person
San Diego/Imperial Counties, California	\$25 per person	South Carolina	\$10 per person
Southern California (counties of Los Angeles, Orange, San Bernardino, and Riverside)	25% of full price National dues	Ohio	\$15 per person
Ventura County, California	\$10 per person	Rocky Mountain (ID, MT, WY)	\$10 per person
KC Metro	\$15 per person	Tennessee	\$15 per person
Kentucky	\$20 per person	Texas	\$30 per person
Michigan	\$25 per person	Utah	\$15 per person
Mid-Atlantic (DC, MD, VA, WV)	\$20 per person	Washington	\$25 per person
Minnesota	25% of full price National dues	Wisconsin	\$15 per person
Nevada	\$10 per person	Alberta, Canada	\$20 USD
		British Columbia, Canada	\$15 USD
		Ontario, Canada	\$25 USD

enter total

X Total number of members 1 = \$ 0

Step 3 Email Preferences

☒ Yes (For group memberships, please note each person's preference.)

Canada's new anti-spam legislation regulates the distribution of electronic messages to Canadian citizens as of July 1, 2014. This new law obligates APWA to obtain your consent to receive emails. By checking this box, you agree to receive occasional informational emails from APWA/CPWA about important public works announcements, events and deadlines.

Step 4 Payment (Complete payment information then go to Step 4)

Send entire completed application and payment information. Membership is for one year and will begin upon receipt of dues payment. Purchase orders are acceptable, but members will not receive benefits until receipt of payment.

APWA membership dues are not deductible as a charitable contribution but may be deductible as an ordinary business expense, subject to IRS limits. APWA does not designate the use of membership dues for lobbying or advocacy efforts; however, nine percent (8%) of our total operating budget is allocated toward advocacy-related programs, including staff salaries. Please consult your tax professional with regard to eligible ordinary business expenses.

From Step 1: Enter Individual or Group Membership Dues Total	\$ <u>190</u>
From Step 2: Enter Local Chapter Dues Total (if applicable)	\$ <u>0</u>
GST/HST/PST (Canada)*	\$ <u>0</u>
TOTAL PAYMENT DUE <u>190</u>	

☐ Check in USD enclosed for \$ _____

IN USA, MAIL TO:
APWA
1200 Main Street
Suite 1400
Kansas City, MO 64105-1200

☐ Charge \$ _____ USD to my ☐ Visa ☐ Mastercard ☐ American Express

When paying by credit card, dues are charged in US dollars.

Account number _____ Card Expires (MM/YYYY) _____

Name as it appears on card _____ Signature _____

Would you like a receipt sent to you? ☐ Yes ☐ No

MAIL TO: APWA, 1200 Main Street, Suite 1400, Kansas City, MO 64105-2100
OR FAX TO: 816-303-4950
OR ONLINE: www.apwa.net/membership

☐ Please mail an invoice to the attention of: _____

MAIL THIS REQUEST TO:
APWA, 1200 Main Street,
Suite 1400, Kansas City,
MO 64105-2100

OR FAX TO:
816-303-4950

*Visit www.apwa.net/membership/CanadianTaxes for specific tax rates for your province (in Canada only).

Step 5**Member Information** (Please print)

Sponsored by: _____ (optional)

Date: 9/18/2017

- Home address and contact information becomes useful when members make career changes.
Please mark whether you prefer to receive mail at home or office address.
- E-mail addresses are only utilized for distributing APWA- and CPWA-related news and information.
- For group memberships including more than 3 individuals, please copy this form as needed.
- For group membership, please identify to whom the group's annual membership renewal invoice should be addressed.

Mr.	Richard	W	Lenz	Rich	1950
Mr., Mrs., Ms., etc	First Name	MI	Last Name (include suffix)	Preferred Name (informal)	Year of Birth
Town of Oyster Bay			DPW	Commissioner	
Organization (Agency/Firm)			Department/Division	Title	
150 Miller Place					
Office Address					
Syosset		NY	11791-5699	USA	
City		State/Prov	Zip + 4 Code/Postal Code	Country	
516-677-5125		516-677-5878	RLenz@oysterbay-NY.gov		
Office Phone		Office Fax	Office E-mail		
Alternate Address (optional)					
Preferred Mailing Address: <input checked="" type="checkbox"/> Office <input type="checkbox"/> Alternate					
Alternate Phone (optional)		Alternate E-mail (optional)			

Mr., Mrs., Ms., etc	First Name	MI	Last Name (include suffix)	Preferred Name (informal)	Year of Birth
Organization (Agency/Firm)	Department/Division		Title		
Office Address					
City	State/Prov	Zip + 4 Code/Postal Code	Country		
Office Phone	Office Fax	Office E-mail			
Alternate Address (optional)					
Preferred Mailing Address: <input type="checkbox"/> Office <input type="checkbox"/> Alternate					
Alternate Phone (optional)		Alternate E-mail (optional)			

Mr., Mrs., Ms., etc	First Name	MI	Last Name (include suffix)	Preferred Name (informal)	Year of Birth
Organization (Agency/Firm)	Department/Division		Title		
Office Address					
City	State/Prov	Zip + 4 Code/Postal Code	Country		
Office Phone	Office Fax	Office E-mail			
Alternate Address (optional)					
Preferred Mailing Address: <input type="checkbox"/> Office <input type="checkbox"/> Alternate					
Alternate Phone (optional)		Alternate E-mail (optional)			

Step 1

(Note that all APWA members residing in Canada are also members of the Canadian Public Works Association.)

Questions? Contact a membership specialist at 800-848-APWA or memberservices@apwa.net.

☒ **INDIVIDUAL MEMBERSHIP** (Choose either individual or group membership, then go to Step 2)

Individual membership is available to any official or employee of a governmental agency, manufacturer, supplier, contractor, or consulting firm that is actively engaged in the field of public works. Benefits Comparison Chart and Student membership information can be found at www.apwa.net/Membership/Types-of-Membership.

enter total

Individual Membership \$190 USD each

X Total number of members 1 = \$ 190

**Never been a member?
Get your FIRST YEAR of
individual membership
at HALF-PRICE!
(Just \$95 USD!)**

For information about using the half-price offer to start a new group or add members to an existing group, call 800-848-2792 or e-mail memberservices@apwa.net.

— OR —

GROUP MEMBERSHIP (Choose one of the three types of group membership, then go to step 2.)

Groups will receive one consolidated renewal notice with a member roster attached. Public Agency, Corporate, and One-Call groups may add or drop members from the roster throughout the year, if necessary. Additional members can be added for \$160 USD each.

Use the Member Information section in Step 4 to provide names and contact information for people to be on the group roster.

PUBLIC AGENCY GROUP MEMBERSHIP

Available to any federal, provincial, state, local or other public agency concerned with public works. The number of individual memberships and the annual fee for an agency are based on the population served by the agency. When joining as an agency, each member saves \$30 USD on annual membership dues. Visit www.apwa.net/Membership/Types-of-Membership for Benefits Comparison Chart. Select the appropriate population category for your type of agency. Use the "Additional Rostered Members" line below if you would like to have more than the specified number of rostered members for that population category (\$160 USD per additional person).

- **State or Provincial Agencies**—Number of rostered members and annual dues for the group would be determined using the "Population Served" column representing 10% of total state/provincial population.
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- **All others**—Refer to column representing total population served by the agency.

Population Served	0 – 10,000	10,001 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 300,000	300,001 – 500,000	500,001 – 1,000,000	More than 1,000,000	Federal Agency
Number of Rostered Members Covered*	2	4	6	10	16	20	26	30	50
Annual Dues (USD)	\$320	\$640	\$960	\$1600	\$2560	\$3200	\$4160	\$4800	\$8000

enter total

\$

CORPORATE GROUP MEMBERSHIP

Available to any non-governmental entity that furnishes public works services or products, including privately held or incorporated utilities. Select a level of corporate membership: Heritage, Prestige, or Crown. Visit www.apwa.net/Membership/Types-of-Membership for benefits chart. Use the "Additional Rostered Members" line below if you would like to have more than the specified number of rostered members for the corporate group type you choose (\$160 USD per additional person).

Membership Level	Heritage	Prestige	Crown
Number of Rostered Members Covered	2	10	40
Annual Dues (USD)	\$467	\$1951	\$9264

enter total

\$

ONE-CALL CENTER/SYSTEM GROUP MEMBERSHIP

Provides a method for those focused on damage prevention to share new technologies and practices and to promote public safety. Covers two rostered members. Use the "Additional Rostered Members" line below if you would like to have more rostered members (\$160 USD per additional person).

One-Call Group Membership \$367 USD

enter total

\$

ADDITIONAL ROSTERED MEMBERS

\$160 USD each X Total number of additional members _____ =

enter total

5

Student memberships are available; visit www.apwa.net/membership for details. Fee schedule through December 31, 2017.

TOTAL

\$

Step 2 Local Chapter Dues

There are 63 APWA and CPWA chapters in North America, and 28 have local chapter dues in addition to national membership dues. The national headquarters handles the collection of those local chapter dues, which (where applicable) are mandatory and must be paid in full to maintain active membership status. For a complete list of chapters visit www.apwa.net/chapters.

LOCAL CHAPTER DUES (Note: Local chapter dues—if applicable—then go to Step 4)				
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Sacramento Area, California (counties of Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, Plumas, Glenn, Butte, Colusa, Sutter, Yuba, Nevada, Sierra, Yolo, Sacramento, Placer, El Dorado, Amador, Calaveras, Tuolumne, Mono, Alpine, and San Joaquin)	\$10 per person	North Carolina	\$10 per person	
San Diego/Imperial Counties, California	\$25 per person	South Carolina	\$10 per person	
Southern California (counties of Los Angeles, Orange, San Bernardino, and Riverside)	25% of full price National dues	Ohio	\$15 per person	
Ventura County, California	\$10 per person	Rocky Mountain (ID, MT, WY)	\$10 per person	
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Kentucky	\$20 per person	Texas	\$30 per person	
Michigan	\$25 per person	Utah	\$15 per person	
Mid-Atlantic (DC, MD, VA, WV)	\$20 per person	Washington	\$25 per person	
Minnesota	25% of full price National dues	Wisconsin	\$15 per person	
Nevada	\$10 per person	Alberta, Canada	\$20 USD	
		British Columbia, Canada	\$15 USD	
		Ontario, Canada	\$25 USD	
X Total number of members <u>1</u> = \$ <u>0</u>				

Step 3 Email Preferences

☒ Yes (For group memberships, please note each person's preference.)

Canada's new anti-spam legislation regulates the distribution of electronic messages to Canadian citizens as of July 1, 2014. This new law obligates APWA to obtain your consent to receive emails. By checking this box, you agree to receive occasional informational emails from APWA/CPWA about important public works announcements, events and deadlines.

Step 4 Payment (Complete payment information then go to Step 4)

Send entire completed application and payment information. Membership is for one year and will begin upon receipt of dues payment. Purchase orders are acceptable, but members will not receive benefits until receipt of payment.

APWA membership dues are not deductible as a charitable contribution but may be deductible as an ordinary business expense, subject to IRS limits. APWA does not designate the use of membership dues for lobbying or advocacy efforts; however, nine percent (8%) of our total operating budget is allocated toward advocacy-related programs, including staff salaries. Please consult your tax professional with regard to eligible ordinary business expenses.

From Step 1: Enter Individual or Group Membership Dues Total	\$ 190
From Step 2: Enter Local Chapter Dues Total (if applicable)	\$ 0
GST/HST/PST (Canada)*	\$ 0
TOTAL PAYMENT DUE	\$ 190

☐ Check in USD enclosed for \$ _____

IN USA, MAIL TO:
APWA
1200 Main Street
Suite 1400
Kansas City, MO 64105-1200

☐ Charge \$ _____ USD to my ☐ Visa ☐ Mastercard ☐ American Express
When paying by credit card, dues are charged in US dollars.

Account number _____ Card Expires (MM/YYYY) _____

Name as it appears on card _____ Signature _____

Would you like a receipt sent to you? ☐ Yes ☐ No

MAIL TO: APWA, 1200 Main Street, Suite 1400, Kansas City, MO 64105-2100
OR FAX TO: 816-303-4950
OR ONLINE: www.apwa.net/membership

☐ Please mail an invoice to the attention of: _____

MAIL THIS REQUEST TO:
APWA, 1200 Main Street,
Suite 1400, Kansas City,
MO 64105-2100
OR FAX TO:
816-303-4950

*Visit www.apwa.net/membership/CanadianTaxes for specific tax rates for your province (in Canada only).

Step 5**Member Information** (Please print)

Sponsored by: _____

Date: 9/18/2017 (optional)

- Home address and contact information becomes useful when members make career changes.
Please mark whether you prefer to receive mail at home or office address.
- E-mail addresses are only utilized for distributing APWA- and CPWA-related news and information.
- For group memberships including more than 3 individuals, please copy this form as needed.
- For group membership, please identify to whom the group's annual membership renewal invoice should be addressed.

Mr. Robert		Spinelli	Rob	1965	
Mr., Mrs., Ms., etc	First Name	MI	Last Name (include suffix)	Preferred Name (informal)	Year of Birth
Town of Oyster Bay			DAW/CVM	Automotive Shop	
Organization (Agency/Firm)		Department/Division		Title	
150 Miller Place					
Office Address					
Syosset		NY	11791-5699	USA	
City		State/Prov	Zip + 4 Code/Postal Code	Country	
516-677-5732		516-677-5862	RSpinelli@oysterbay-NY.gov		
Office Phone		Office Fax		Office E-mail	
Alternate Address (optional)					
Preferred Mailing Address: <input checked="" type="checkbox"/> Office <input type="checkbox"/> Alternate					
Alternate Phone (optional)		Alternate E-mail (optional)			

Mr., Mrs., Ms., etc	First Name	MI	Last Name (include suffix)	Preferred Name (informal)	Year of Birth
Organization (Agency/Firm)		Department/Division		Title	
Office Address					
City		State/Prov	Zip + 4 Code/Postal Code	Country	
Office Phone		Office Fax	Office E-mail		
Alternate Address (optional)					
Preferred Mailing Address: <input type="checkbox"/> Office <input type="checkbox"/> Alternate					
Alternate Phone (optional)		Alternate E-mail (optional)			

Mr., Mrs., Ms., etc	First Name	MI	Last Name (include suffix)	Preferred Name (informal)	Year of Birth
Organization (Agency/Firm)		Department/Division		Title	
Office Address					
City		State/Prov	Zip + 4 Code/Postal Code	Country	
Office Phone		Office Fax	Office E-mail		
Alternate Address (optional)					
Preferred Mailing Address: <input type="checkbox"/> Office <input type="checkbox"/> Alternate					
Alternate Phone (optional)		Alternate E-mail (optional)			

WHEREAS, Edward O'Neill, of the Rotary Club of Locust Valley, P.O. Box 293, Locust Valley, New York 1156, by letter dated September 22, 2017, has requested the use of Thomas Park in Locust Valley, New York on October 21, 2017, and further requested the use of thirty (30) complete barricades and twenty-five (25) SORT pails and one (1) portable light unit and one (1) large generator from Friday, October 20, 2017 through Monday, October 23, 2017, for the Rotary Club of Locust Valley annual Oktoberfest, to be held on Saturday, October 21, 2017; and

WHEREAS, John P. Bishop, Deputy Commissioner of the Highway Department, by memorandum dated September 20, 2017, advised the Town Board that the equipment as hereinabove set forth will not be required for use by the Town at that time, and the Highway Department has no objection to providing same to the Rotary Club of Locust Valley; and

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are hereby accepted and approved, and the Highway Department is hereby authorized to supply thirty (30) complete barricades, twenty-five (25) SORT pails, one (1) portable light unit and one (1) large generator, from Friday, October 20, 2017 through Monday, October 23, 2017, and the use of Thomas Park on October 21, 2017, for the Rotary Club of Locust Valley's annual Oktoberfest to be held on Saturday, October 21, 2017, subject to the following terms and conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly designated representative;
2. The said organization and its co-sponsors shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and in the conduct of the aforementioned activity;
3. Said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains 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 as an additional insured in connection with the aforementioned activity, and
4. That the Rotary Club of Locust Valley's use of the portable light unit and generator will be in accordance with Resolution #174-2017, which pertains to permits and fees for portable lighting and generators.

-#-

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

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

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

Reviewed By
Office of Town Attorney

19

6057

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 20, 2017

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: ROTARY CLUB OF LOCUST VALLEY
ANNUAL OKTOBERFEST – OCTOBER 21, 2017

Enclosed please find a copy of the letter from Edward O'Neill, requesting our assistance on behalf of the Rotary Club of Locust Valley in conducting their annual Oktoberfest on Saturday, October 21, 2017 at Thomas Park in Locust Valley.

The Highway Department can readily supply the thirty (30) complete barricades and twenty five (25) SORT pails, to be delivered on Friday, October 20, 2017 and picked up on Monday, October 23, 2017. The use of one portable light unit and one large generator from Friday, October 20, 2017 to Monday, October 23, 2017 provided by the parks department. Fees are in conjunction with Resolution #174-2017, pertaining to permits for portable lights and generators.

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


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/taw
Attachments

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



September 22, 2017

**Re: ROTARY CLUB OF LOCUST VALLEY
OKTOBERFEST, October 22, 2017**

Dear Ms. Antetomaso:

I am writing on behalf of the Rotary Club of Locust Valley, New York who requests the use of Thomas Park in Locust Valley, New York for their annual Oktoberfest. Saturday, October 22, 2017 from 11am to 7pm.

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

Any questions, please contact me at (516) [REDACTED]. My email is [REDACTED].

Your cooperation and reply to this request is greatly appreciated.

Sincerely,



Edward O'Neill

Meeting of April 4, 2017

Resolution No. 174-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated March 27, 2017, requested Town Board authorization, to implement the attached Town of Oyster Bay 2017 Revised Department of Parks Field Permit and Equipment Fee Schedule, and further requested that the Commissioner of Parks be authorized to promulgate the rules and regulations for the issuance of field and equipment permits and the collection of the commensurate fees,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to implement the attached Town of Oyster Bay 2017 Revised Department of Parks Field Permit and Equipment Fee Schedule, and the Commissioner of Parks is authorized to promulgate the rules and regulations for the issuance of field and equipment permits and the collection of the commensurate fees.

#

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

7th
Reviewed By
Office of Town Attorney
J. J.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Ali Sulita

PHONE (A/C No. Ext.): 1-833-3ROTARY

FAX (A/C No.):

E-MAIL ADDRESS: rotary@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Company

19437

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
All Active US Rotary Clubs & Districts
Locust Valley Rotary 7255
ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	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 <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		015375594	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO. <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		015375594	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 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		NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER

CANCELLATION

TOWN OF OYSTER BAY
150 MILLER PLACE
SYOSSET, NY 11791

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Reviewed By
Office of Town Attorney

ENDORSEMENT # 022

This endorsement, effective 12:01 AM 07/01/2017

Forms a part of policy no.: 015375594

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

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

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

Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

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Reviewed By
Office of Town Attorney



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

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

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



Authorized Representative

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Reviewed By
Office of Town Attorney



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

This Agreement is made this 12 day of September 2017, by Locust Valley Rotary District (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Thomas Park 7255

30 barricades 25 solar pails
1 portable light 1 generator

For the event described as Octoberfest
The property/equipment is need from 10/20 to 10/23 barricades
The event for which the property and/or equipment is requested (☒) is (☐) is not a not a profit making generator event.

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

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

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

Name of Organization:

Locust Valley Rotary District 7255

Address of Organization:

P.O. Box 293
Locust Valley, NY 11560

By:

SK [Signature]

Authorized Representative

Title:

Fundraiser Chairman

Telephone Number:

516 [Redacted]

Reviewed By
Office of Town Attorney

[Signature]

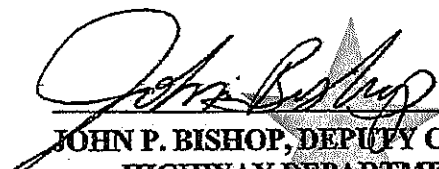
DATE: 9/14/17
TO: HIGHWAY OPERATIONS
SUBJECT: Rotary Club of Locust Valley, Oktoberfest

PLEASE DELIVER TO:	DATE OF EVENT:	10/21/17
Thomas Park Locust Valley	SNOW FENCE:	
	BARRICADES:	30
CONTACT: Ed O'Neill 516 [REDACTED]	CONES:	
	SORT PAILS:	25
	PORTABLE LIGHTS:	1 (parks)
	GENERATOR:	1 (parks)
	PACKER:	
	DELIVER ON:	10/20/17
	PICKUP ON:	10/23/17

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
Peter Brown, Regional Foreman 009
Jim Ajamian, Area Foreman 011
Jeff VanNostrand
Public Safety Division

WHEREAS, Paul Rupp, Mayor of the Incorporated Village of Bayville, by correspondence dated July 31, 2017, has requested that the multi-sport field at Centre Island Beach in Bayville be renamed the Al Staab Athletic Field, in recognition of Mr. Staab's dedication, commitment and efforts serving the youth of Bayville and surrounding areas in athletic endeavors; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 20, 2017, concurred with Mayor Rupp and has requested Town Board approval to rename the multi-sport field at Centre Island Beach in Bayville the Al Staab Athletic Field and to permit appropriate signage at the facility,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Parks is hereby authorized to rename the multi-sport field at Centre Island Beach in Bayville the Al Staab Athletic Field and permit the appropriate signage.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

21

658

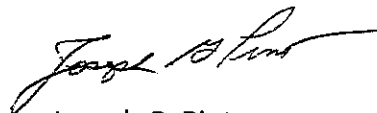
Town of Oyster Bay
Inter- Departmental Memorandum

TO: Memorandum Docket
From: Joseph G. Pinto, Commissioner of Parks
Date: September 20, 2017
Subject: Renaming of Centre Island Field

The Department of Parks has received a request from the Honorable Paul Rupp, Mayor, of the Village of Bayville via correspondence to Supervisor Joseph S. Saladino dated September 18, 2017, recommending the renaming of the athletic field at Centre Island Beach after Mr. Al Staab.

Mr. Staab, along with others was instrumental in forming the Oak Neck Athletic Youth Sports Association. Since forming the council in the early 1990's, Mr. Staab has worked tirelessly to serve the youth of Bayville and surrounding communities in athletics endeavors that strengthen community ties, which are essential to a stable and vibrant community.

Based upon the dedication, commitment, and effort that Mr. Staab has demonstrated through his many years of service to his community, the Department of Parks concurs with the suggestion of Mayor Rupp and respectfully request Town Board authorization naming the multi-sport field at Centre Island Beach the "Al Staab Athletic Field" and permit appropriate signage at the facility.

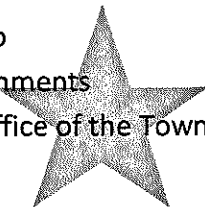


Joseph G. Pinto
Commissioner of Parks

JGP/lb

Attachments

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



Joseph Pinto

From: Brian Nevin
Sent: Friday, September 15, 2017 4:22 PM
To: Joseph Pinto
Subject: Fwd: Al Staab - Centre Island Field Dedication

Commissioner - the Supervisor wants to advance the Mayors recommendation. Can you have this prepared for the next docket? Please advise.

From: Rupp, Paul (US)
Sent: Monday, July 31, 2017 2:02 PM
To: 'josephsaladino@oysterbay-ny.gov' <josephsaladino@oysterbay-ny.gov>
Subject: Al Staab - Centre Island Field Dedication

Mr. Saladino,

I am following up with our conversation we had at last week's Bayville Fire Company picnic. The entire community of Bayville would like to request that the field located within Bayville utilized mostly by Oak Neck Athletic Youth Sports teams be named in honor of Al Staab. Al has touched the lives of so many youths in this town and his service to this community is unprecedented.

Myself, Al and Pat Natale were the founding members of Oak Neck back in the early 1990's. Al has been President of this association since it's inception. He spends every free moment down at the field, working the concession stand and organizing the schedules. He ensures every youth in the program spends quality time enjoying themselves and competing.

If you require my assistance pushing this through your Board please let me know. I can attend one of your meetings to speak about this topic. Everybody with Bayville and outside of Bayville recognize what Al has done. Now we need to do it formally and in a professional manner.

Regards,

Paul Rupp

Mayor, Inc. Village of Bayville



Meeting of October 17, 2017

Resolution No. 660-2017

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated September 28, 2017, has requested Town Board authorization to renew the contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Regional Office, for the period January 1, 2018 through December 31, 2018, and Commissioner Fitzgerald has advised that under said contract, Long Island Developmental Disabilities Office will provide the Town with \$27,450.00 necessary to conduct an Autism Program administered by the Group Activities Program (GAP),

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted and approved, and the Department of Community and Youth Services is hereby authorized to renew the abovementioned contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Services Office, for a total of \$27,450.00 for services in connection with an Autism Program to be administered by Group Activities Program (GAP), from January 1, 2018 through December 31, 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 (2)
Town Attorney
Comptroller
Community & Youth Services

Reviewed By
Office of Town Attorney

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660

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 28, 2017


To: Memorandum Docket

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

Subject: Contract with the Long Island Developmental Disabilities Regional Office

The Department of Community & Youth Services is requesting Town Board authorization to continue to contract with the Long Island Developmental Disabilities Regional Office for a Program for Children with Autism. The contract period covers January 1, 2018 through December 31, 2018. The contract will provide the Town with \$27,450.00 for an Autistic Program which will be administered by the Group Activities Program (GAP).

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement with the Long Island Developmental Disabilities Regional Office for Autism Program Services as negotiated and approved by the Town Attorney and further authorize the Supervisor and/or his designee to execute said agreement.


Maureen A. Fitzgerald
Commissioner

MAF:jd
cc: Town Attorney (+7 copies)



WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated September 28, 2017, has requested Town Board authorization to renew the contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Regional Office, for the period January 1, 2018 through December 31, 2018, and Commissioner Fitzgerald has advised that under said contract, Long Island Developmental Disabilities Regional Office will provide the necessary funding in the amount of \$113,790, for the Town to provide family support services to developmentally disabled persons, administered by the Group Activities Program (GAP),

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted and approved, and the Department of Community and Youth Services is hereby authorized to renew the abovementioned contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Office, for a total of \$113,790 for family support services to be rendered to developmentally disabled persons, administered by the Group Activities Program (GAP), from January 1, 2018 through December 31, 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 (2)
Town Attorney
Comptroller
Community & Youth Services

Reviewed By
Office of Town Attorney

1

4661

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 28, 2017

To: Memorandum Docket

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

Subject: Contract with the Long Island Developmental Disabilities Regional Office

The Department of Community & Youth Services is requesting Town Board authorization to continue to contract with the Long Island Developmental Disabilities Regional Office. The contract period covers January 1, 2018 through December 31, 2018. The contract will provide the Town with \$113,790.00 for Family Support Services rendered to the developmentally disabled persons through the Group Activities Program (GAP).

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement with the Long Island Developmental Disabilities Regional Office for Family Support Services as negotiated and approved by the Town Attorney and further authorize the Supervisor and/or his designee to execute said agreement.


Maureen A. Fitzgerald
Commissioner

MAF:jd
cc: Town Attorney (+7 copies)



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

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

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

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

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

-#-

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

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

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

7/14/17
Reviewed By
Office of Town Attorney

8

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

662

September 28, 2017

TO: Memorandum Docket

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

SUBJECT: Licensing Agreement for Annual Holiday Concerts

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

The Licensing Agreement includes four (4) performances, a rehearsal and the use of the sound system for an amount not to exceed \$31,312.74. The concerts will be held on Monday, December 4, 2017 at 7:30pm; Tuesday, December 5, 2017 at 7:30pm; and Wednesday, December 6, 2017 at 2:00pm and 7:30pm. Last year, the Agreement was approved by Town Board Resolution # 615-2016 dated November 15, 2016.

The Old Brookville Police Department will provide traffic control to promote the efficient movement and maximize the safety of area pedestrians and motorists. There will be four (4) performances and the fee for this service is \$1,600.00 per performance for a total amount of \$6,400.00. Last year, these services were approved by Town Board Resolution # 614-2016 dated November 15, 2016.

The Licensing Agreement and Letter of Self Insured will be forwarded to the Office of the Town Attorney for approval as to form. The fees for the Licensing Agreement and the Old Brookville Police total \$37,712.74 and will be paid from account number CYS A 7020.47660 000 0000, *Special Events*.

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


Maureen A. Fitzgerald
Commissioner



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

Reviewed By
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated October 31, 2016, requests Town Board authorization to sign a license agreement and a Letter of Self Insured for the use of the Tilles Center, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 5, 2016, at 7:30 p.m., Tuesday, December 6, 2016, at 7:30 p.m., and Wednesday, December 7, 2016 at 2:00 p.m. and 7:30 p.m., at a cost of \$30,300.00,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, is hereby authorized to sign a license agreement and a Letter of Self Insured for the use of the Tilles Center, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 5, 2016, at 7:30 p.m., Tuesday, December 6, 2016, at 7:30 p.m., and Wednesday, December 7, 2016 at 2:00 p.m. and 7:30 p.m., at a cost of \$30,300.00, 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. CYS A 7020.47660 000 0000, Special Events.

-#-

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

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

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

OS 5 9 52 NOV 2016

1A8 83T2Y0 70 HW01

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated October 27, 2016, requests Town Board authorization to provide a fee to the Tilles Center for the services of the Old Brookville Police Department for their assistance in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 5, 2016, Tuesday, December 6, 2016, and Wednesday, December 7, 2016, so as to promote efficient movement and maximum safety of area pedestrians and motorists, at a fee of \$1,600.00 per performance for four (4) performances, at a total amount not to exceed \$6,400.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Community and Youth Services, is hereby authorized to provide a fee to the Tilles Center for the services of the Old Brookville Police Department for their assistance in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 5, 2016, Tuesday, December 6, 2016, and Wednesday, December 7, 2016, so as to promote efficient movement and maximum safety of area pedestrians and motorists, at a fee of \$1,600.00 per performance for four (4) performances, at a total amount not to exceed \$6,400.00, 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. CYS A 7020 41800 000 0000.

#

[Signature]
 Approved by
 Office of Town Attorney

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

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

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



MAUREEN A. FITZGERALD
COMMISSIONER

PATRICIA A. BECKERLE
DEPUTY COMMISSIONER

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

DIVISIONS
Cultural and
Performing Arts

Drug Abuse
Control Agency

Golden Age Housing

Group Activities
Program for the
Handicapped

Senior Citizen Services

Veterans Services

Youth Services

Long Island University
700 Northern Boulevard
Brookville, NY 11548

**RE: Self-insured Letter
License Agreement for Tilles Center Facilities: December 4, 5, & 6, 2017**

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

Licensee agrees to defend, indemnify and hold harmless Long Island University, its directors, officers, trustees, employees, representatives and agents (collectively, the "Indemnified Parties"), from any and all suits or claims, losses, expenses, demands, damages, judgments, liabilities or alleged liabilities (including attorneys' fees) brought against the Indemnified Parties for losses, damages or injuries to persons or property, resulting from, arising out of, or in consequence of, any action or cause of action in connection with the services contemplated by the license agreement including, but not limited to, damage to property, injury or death sustained by any persons, any infringement of copyright, royalty or other proprietary right in consequence of any activity or performance on Licensors premises, in connection with the license agreement, any injuries or damages resulting from defects, malfunction, misuse, etc. of licensee-provided equipment and materials, or any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of licensee's activity or performance on Licensors premises.

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

By Licensee:

Signature

Date

LONG ISLAND UNIVERSITY
LIU POST

LICENSE AGREEMENT FOR TILLES CENTER FACILITIES

AGREEMENT made September 19, 2017, between LONG ISLAND UNIVERSITY, a New York educational corporation having an office at Long Island University Center, 700 Northern Boulevard, Greenvale, New York 11548 ("Licensor"), and

Town of Oyster Bay, Department of Community Services

a not-for-profit corporation having an address at
977 Hicksville Road
Massapequa, New York 11758

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

("Licensee").

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

1. Use of the Facility and Premises

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

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

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

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

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

Date	Hours	<u>Purpose</u>
Mon., Dec. 4, 2017	1pm-11pm	Rehearsal and Performance at 7:30pm by Oyster Bay Pops, Co-Sponsored by LIU
Tues., Dec. 5, 2017	3pm-11pm	Performance at 7:30pm (O.B. Pops)
Wed., Dec. 6, 2017	11 am-11pm	Performance at 2:00pm (O.B. Pops)
		Performance at 7:30pm (O.B. Pops)

2. Compensation and Fees

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

The Total Estimated Expenses, as established in Addendum 1: Quote for Services and Facility Use, is **Thirty-seven thousand, seven-hundred twelve dollars and seventy four cents (\$37,712.74)**. Upon the signing of this agreement, Licensee shall be deemed liable for the entire License Fee and Licensors shall be under no obligation to submit invoices or statements prior to receiving payment. Licensee shall pay to Licensors in cash or by certified check made payable to Long Island University and delivered to the Tilles Center attention Director of Facility Operations.

(a) A License Fee of **Thirty-one thousand, three hundred twelve dollars and 74 cents (\$31,312.74)** for all of the above engagements. A fee of **Six thousand four hundred dollars (\$6,400.00)** will be incurred and billed on a separate invoice for the assistance of the Old Brookville Police.

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

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

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

3. Insurance Coverage

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

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

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

4. Services

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

5. Other Expenses and Charges

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

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

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

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

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

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

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

6. Conditions for Use of the Facility and Premises

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NY State & Nassau County sales tax: 8.625%

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

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

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

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

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

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

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

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

7. Advertising and Programs

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

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

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

8. Tickets and Ticket Sales

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. General Terms Of Agreement

(a) Licensee agrees to defend, indemnify and hold harmless Long Island University (Licensor), its trustees, officers, employees and representatives (collectively, the "Indemnified Parties"), against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities (including reasonable attorneys' fees) of any nature whatsoever resulting from, arising out of or in consequence of the negligent acts or omissions, or willful misconduct, of Licensee, its employees, agents, invitees, or others acting under its direction or control (collectively, "Licensees") with respect to Licensee's use of Long Island University's facilities including, but not limited to, damage to property, any injuries or death sustained by any persons, employees, agents, invitees and the like in or about any location within Long Island University premises, whether or not occurring within the specific area of Long Island University's premises utilized by Licensee, any infringement of copyright, royalty or other proprietary right in consequence of any performance on Long Island University's premises, any injuries or damages resulting from defects, malfunction, misuse, etc. of licensee-provided equipment or materials, or any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of any performance on Long Island University's premises. The foregoing indemnity shall include injury or death of any of Licensee's employees or invitees and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other employee benefits acts; Licensee agrees to waive its right of subrogation against the Indemnified Parties applicable to any such claims brought by Licensee's employees or subcontractors. It is further understood and agreed that Licensee will require any subcontractors or others acting under its direction or control to: 1. execute an insurance and indemnification waiver in favor of the Indemnified Parties agreeing to the same terms and conditions as is contained herein, 2. maintain the same insurance coverage as set forth in paragraph 3, and 3. provide certificates of insurance evidencing the required coverage and naming LIU as "Additional Insured"

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

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

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

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

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

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

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

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

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

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

FOR LICENSEE:

Date:

Signature

Maureen A. Fitzgerald

Commissioner, Community & Youth Services

Town of Oyster Bay

FOR LICENSOR:

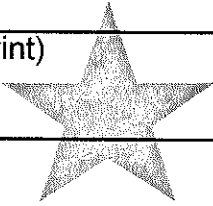
Date:

Signature

Name (Please type or print)

Title

Long Island University



WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 27, 2017, has advised the Town Board that the Oyster Bay Lions Club at Gerard Beekman Memorial Park has proposed the renovation of an existing overlook at the northern portion of Beekman Beach; and

WHEREAS, the proposed project would substantially renovate the existing overlook with new benches, a new walkway and patio area, landscaping, and a newly installed flagpole; and

WHEREAS, the construction of the overlook is not violative of the restrictive covenants in the deed granting this land to the Town of Oyster Bay; and

WHEREAS, Commissioner Pinto advised the Town Board that the Parks Department reviewed the project and believes that it will enhance the park and be beneficial to the residents of the Town of Oyster Bay; and

WHEREAS, Commissioner Pinto recommended that the Town Board grant conditional conceptual approval for the "Overlook Project" at Gerard Beekman Memorial Park, which will allow the Oyster Bay Lions Club to proceed in its fundraising for this renovation. Upon completion, the "Overlook" and all its appurtenances shall be donated by the Oyster Bay Lions Club to the Town of Oyster Bay;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and conditional conceptual approval is hereby granted for the "Overlook Project" at Gerard Beekman Memorial Park.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

9

663

Town of Oyster Bay

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks


DATE: September 27, 2017

SUBJECT: Beekman Beach Overlook Project 2017 - Donation

The Oyster Bay Lions Club has proposed the renovation of an existing overlook at the northern portion of Beekman Beach. The proposed project (diagram attached) would substantially renovate the existing overlook with new benches, a new walkway and patio area, landscaping, and a newly installed flag pole. The Lions Club will fully fund the project and be responsible for all aspects of construction. The Club will work with the Town of Oyster Bay, Department of Public Works, to ensure that the project meets town design and construction criteria.


A review of the deed granting the land to the Town of Oyster Bay indicates that the construction of the overlook does not violate the restrictive covenants noted in the deed. The Parks Department has reviewed the project and believes it will enhance the park and be beneficial to the residents of the Town of Oyster Bay.

The Parks Department respectfully requests the Town Board grant conditional conceptual approval for the "Overlook Project" at Gerard Beekman Memorial Park which will allow the Oyster Bay Lions Club to proceed in its fundraising and planning for this renovation. Upon completion, the "Overlook" and all of its appurtenances shall be donated to the Town of Oyster Bay.



Joseph G. Pinto
Commissioner

JGP:GBca
Attachment
cc: Town Attorney (original with 7 copies)



Cynthia Ade

From: George Baptista
Sent: Thursday, September 28, 2017 12:58 PM
To: Cynthia Ade
Subject: FW: Beekman Beach

From: [REDACTED]
Sent: Wednesday, October 05, 2016 11:34 AM
To: Frank A. Nocerino; George Baptista
Cc: rpappraisal@gmail.com
Subject: Beekman Beach

This message has been archived. [View the original item](#)

Dear Commissioner Nocerino and Deputy Commissioner Baptista:

As discussed briefly at a recent meeting with Deputy Commissioner Baptista, the Oyster Bay Lions Club has asked that I communicate with you regarding their desire for Town approval in connection with a VERY positive and welcome improvement to the Beekman Beach area of Theodore Roosevelt Park here in Oyster Bay. As you know, the Lions Club is a tremendously generous, thoughtful, and community minded organization, with equally generous, thoughtful, and community minded members. The local Oyster Bay Club and its members are precisely every bit of all that. Member Ron Paradiso is copied here, as Ron is the point person on this project for the Club. Should you wish to speak directly with Ron, he can be reached at [REDACTED]

Kindly review the below and attached for purposes of the Club's desire to make improvement to the existing sitting area at Beekman Beach. Specifically, please note the following:

Exhibit A

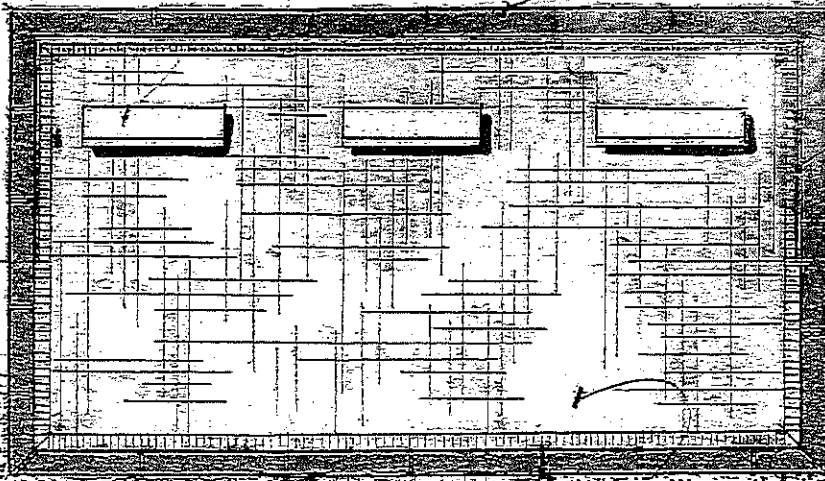
Attachments:

[Scan6.pdf](#)

(1.6 MB)

NEW BENCH

OR 2 PLWESTONE BORDER
TERRACE EDGE TYP
OVER EXISTING CONCRETE



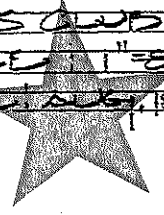
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LIONS CLIP

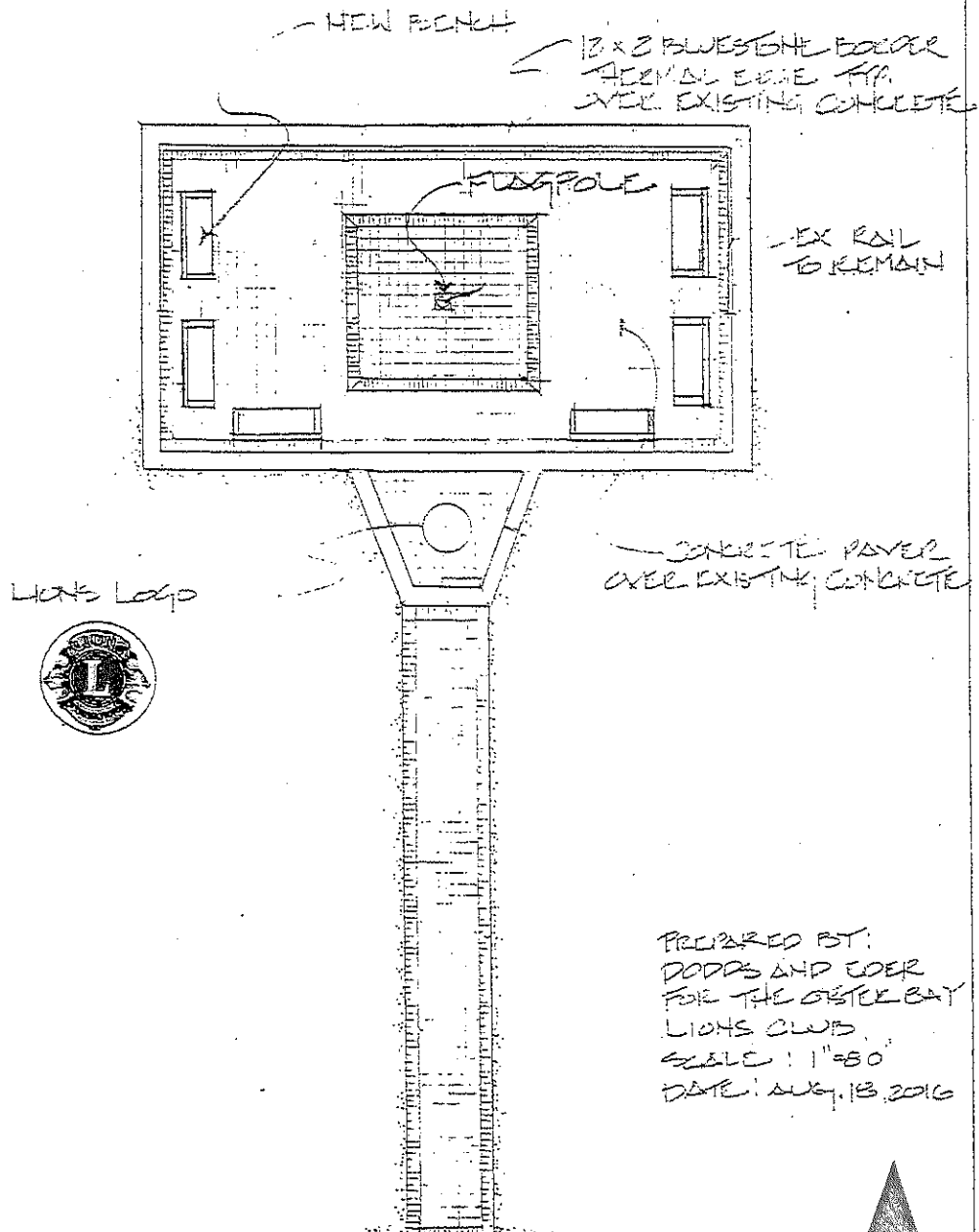


CONCRETE PAVEMENT
OVER EXISTING CONCRETE

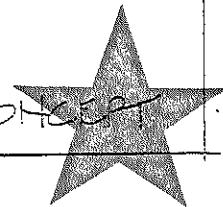
PREPARED BY
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FOR THE GASTELBY
LIONS CLUB
SCALE 1"=30'
DATE AUG 13 2016



BECKMAN BEACH OVERLOOK CONCEPT



BEEKMAN BEACH OVERLOOK CONCEPT



Town of Oyster Bay

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

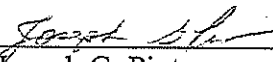
DATE: September 27, 2017

SUBJECT: Beekman Beach Overlook Project 2017 - Donation

The Oyster Bay Lions Club has proposed the renovation of an existing overlook at the northern portion of Beekman Beach. The proposed project (diagram attached) would substantially renovate the existing overlook with new benches, a new walkway and patio area, landscaping, and a newly installed flag pole. The Lions Club will fully fund the project and be responsible for all aspects of construction. The Club will work with the Town of Oyster Bay Department of Public Works to ensure that the project meets town design and construction criteria.

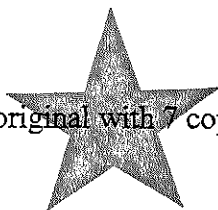
A review of the deed granting the land to the Town of Oyster Bay indicates that the construction of the overlook does not violate the restrictive covenants noted in the deed. The Parks Department has reviewed the project and believes it will enhance the park and be beneficial to the residents of the Town of Oyster Bay.

The Parks Department respectfully requests the Town Board grant conditional conceptual approval for the "Overlook Project" at Gerard Beekman Memorial Park which will allow the Oyster Bay Lions Club to proceed in its fundraising and planning for this renovation. Upon completion, the "Overlook" and all of its appurtenances shall be donated to the Town of Oyster Bay.



Joseph G. Pinto
Commissioner

JGP:GB:ca
Attachment
cc: Town Attorney (original with 7 copies)



Cynthia Ade

From: George Baptista
Sent: Thursday, September 28, 2017 12:58 PM
To: Cynthia Ade
Subject: FW: Beekman Beach

From: [REDACTED] [mailto:[REDACTED]]
Sent: Wednesday, October 05, 2016 11:34 AM
To: Frank A. Nocerino; George Baptista
Cc: rprappraisal@gmail.com
Subject: Beekman Beach

This message has been archived. [View the original item](#)

Dear Commissioner Nocerino and Deputy Commissioner Baptista:

As discussed briefly at a recent meeting with Deputy Commissioner Baptista, the Oyster Bay Lions Club has asked that I communicate with you regarding their desire for Town approval in connection with a VERY positive and welcome improvement to the Beekman Beach area of Theodore Roosevelt Park here in Oyster Bay. As you know, the Lions Club is a tremendously generous, thoughtful, and community minded organization, with equally generous, thoughtful, and community minded members. The local Oyster Bay Club and its members are precisely every bit of all that. Member Ron Paradiso is copied here, as Ron is the point person on this project for the Club. Should you wish to speak directly with Ron, he can be reached at [REDACTED]

Kindly review the below and attached for purposes of the Club's desire to make improvement to the existing sitting area at Beekman Beach. Specifically, please note the following:

Exhibit A

Attachments:

[Scan6.pdf](#)

(1.6 MB)

NEW BENCH

12x12 BLUESTONE BORDER
THERMAL EDGE FIN.
OVER EXISTING CONCRETE

EX. RAIL
TO REMAIN

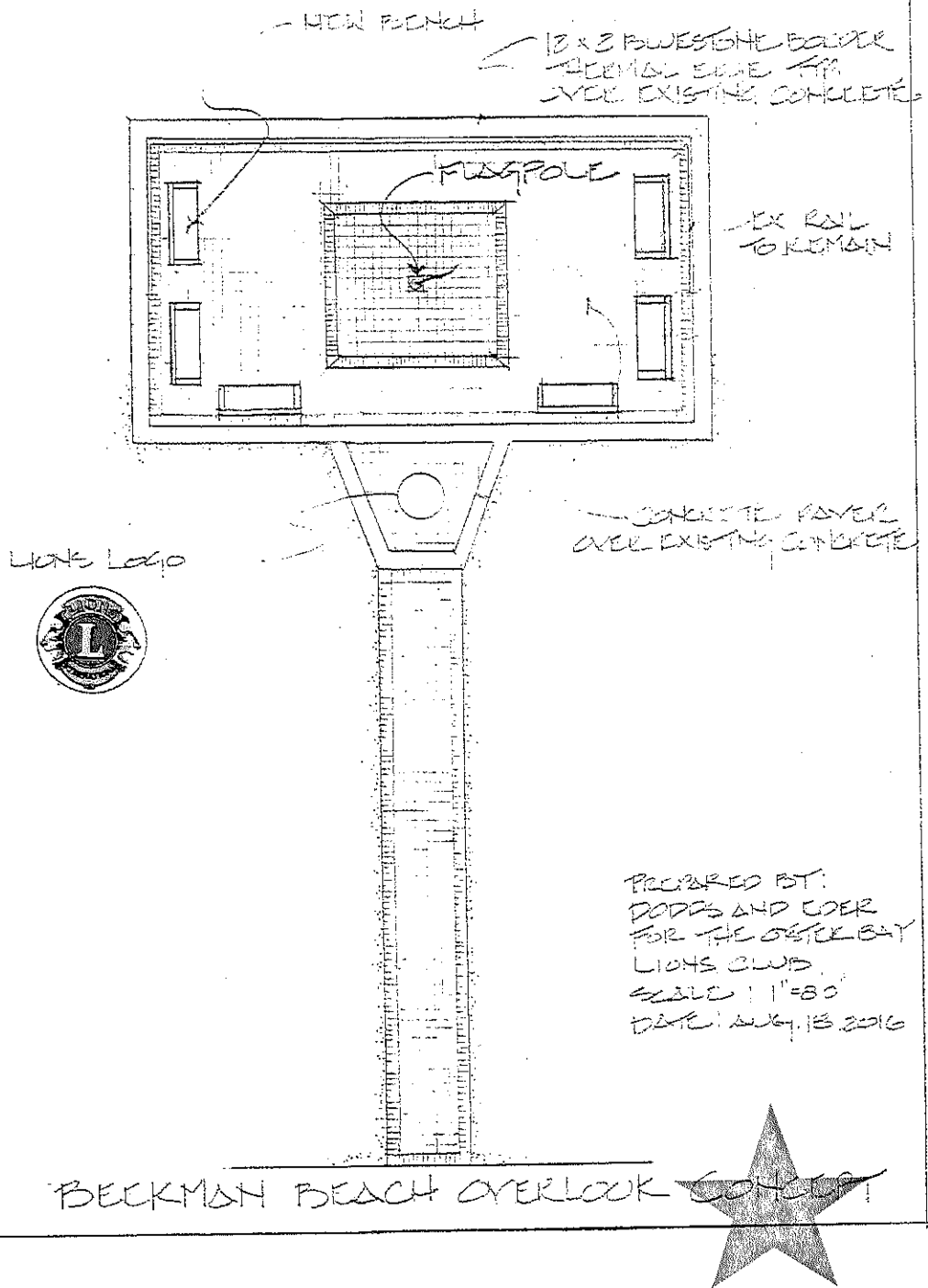
CONCRETE PAVEMENT
OVER EXISTING CONCRETE

LIONS CLUB



PREPARED BY:
DODDS AND EDER
FOR THE OSTEEN BAY
LIONS CLUB
SCALE: 1"=80'
DATE: AUG. 13, 2016

BECKMAN BEACH OVERLOOK CONCEPT



WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 25, 2017, requested Town Board authorization to implement the attached Theodore Roosevelt Memorial Marina and Harry Tappen Marina 2017/2018 Winter Storage Operation and Fee Schedule,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to implement the attached Theodore Roosevelt Memorial Marina and Harry Tappen Marina 2017/2018 Winter Storage Operation and Fee Schedule.

-#-

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 (2)
Town Attorney
Comptroller
Parks

**2017-2018 WINTER STORAGE OPERATION AND FEE SCHEDULE
THEODORE ROOSEVELT MEMORIAL AND HARRY TAPPEN MARINAS**

WINTER STORAGE

1. The winter storage season for boat slips shall run from December 1, 2017 to March 31, 2018.
2. Winter storage (length overall) per foot – resident **\$30.00** (includes electricity – where available)
3. Winter storage (length overall) per foot – non-resident **\$40.00** (includes electricity – where available).
4. Minimum seasonal payment will be monthly rental (pro rate basis – 1/4th seasonal rate/month)
5. One month will consist of a 31-day period or fraction thereof.
6. Boats remaining after March 31, 2018 are charged \$30.00 per day. This does not apply to Town residents who have received a regular 2018 season slip assignment or a 2018 mooring permit.
7. All terms and conditions issued for winter storage must be adhered to.
8. The overall length of the vessel will be determined only by the length as indicated on the vessel's New York State Boat Registration.

BAYMEN'S ASSISTANCE PROGRAM

1. For the purpose of this assistance program only owners of commercial registered vessels who are Town of Oyster Bay residents will be considered Baymen and therefore eligible for this program.
2. Eligible Town of Oyster Bay Shellfish Permit holders shall qualify for a winter dock rental rate of \$15.00 per foot.
3. All commercial-registered vessels may occupy a slip earlier than December 1, 2017, if a slip is vacated by the summer slip holder prior to the end of summer slip rental season, there will be no additional charge for this early slip occupation.
4. 15 Slips will be made available to Baymen on a first come, first served basis to all Baymen who have paid a minimum of two months' slip rental fee and

BAYMEN'S ASSISTANCE PROGRAM (con't)

filed with the Beach Division all required paper work as outlined in the winter storage application.

5. All other rules of winter storage apply including, boats remaining after March 31, 2018 will be charged \$30.00 per day. This does not apply to Town residents who have received a regular 2018 seasonal slip assignment or a 2018 mooring permit.

TERMS AND CONDITIONS FOR 2017-2018 WINTER STORAGE

1. Only the assigned vessel may occupy a slip.
2. All boats and boating equipment docked, berthed, located or left at Town facilities are left at the sole risk of the owner of said boat. All boat and boating equipment owners are reminded to obtain adequate insurance before using the Town Facilities. The owner assumes all risk of loss due to damages, theft, vandalism or accident to property while berthed in the marina and releases the Town of Oyster Bay from any and all claims for loss, damage, ice damage, fire, theft or accident to property.
3. De-icing equipment, if installed, will be operated by the Town of Oyster Bay for preservation of Town property and not the protection of vessels in the marina. De-icing equipment may be installed and operated by an owner at his/her sole risk. The facility manager must give prior approval for any personal de-icing equipment.
4. All vessels shall occupy the slip assigned, in a manner acceptable to the facility manager. The facility manager reserves the right to replace existing lines or install additional lines at his discretion, for the safety of the vessel or the marina. However, the Town of Oyster Bay assumes no obligation or responsibility.
5. In the event of emergency repairs to any section of the marina, the Commissioner of Parks is authorized to notify and order boaters to move their boats to areas as assigned by the facility manager for the required time for repairs.
6. The boater agrees that if all property is not removed by March 31, 2018, he/she shall pay for such berthing or storage at the established fee of \$30.00 per day. This section does not apply to Town residents who have received a regular 2018 seasonal slip assignments or 2018 mooring permit.
7. Under no circumstances will any alteration or installation be permitted to be made on floats.
8. Boaters may not store dinghies, supplies, debris, or other materials on floats.
9. Scraping, painting, and sanding of vessels are strictly prohibited. The extent of other vessel maintenance shall be at the discretion of the facility manager.
10. In the event of an emergency, during the owner's absence, the facility manager reserves the right to board the vessel and do whatever is

TERMS AND CONDITIONS FOR 2017-2018 WINTER STORAGE (con't)

necessary to prevent the vessel from sinking and to ensure the safety of the marina.

11. The use of electric power is not permitted aboard the vessel unless the owner is aboard.
12. All boats equipped with burglar systems are required to leave a key with the facility manager.
13. Use of an electric heater in an unattended boat is prohibited.
14. The use of wood, coal, kerosene, or alcohol stoves is strictly prohibited on any boat while berthed in the marina.
15. All boaters who plan to live on their boats 72 hours or longer, while the vessel remains in the marina must obtain written permission from the Commissioner of Parks.
16. Any violation of the above listed terms and conditions or any Town of Oyster Bay Ordinances will cause immediate revocation with loss of fees paid.
17. All payments must be made prior to occupying a slip. If payments are being made monthly, each payment must be made prior to each month's occupancy.

10

664

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

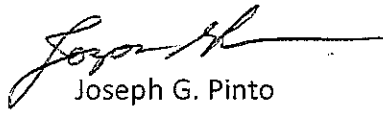
TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: September 25, 2017

SUBJECT: 2017-2018 Marina Winter Storage

It is requested that Town Board approval be given to implement the attached winter storage operation and fee schedule for the 2017-2018 season. All fees remain the same and the dates coincide with our traditional opening and closing of the summer boating season.


Joseph G. Pinto
Commissioner of Parks

Attachment

JGP:gv

cc: Town Attorney (original + 7 copies)
Daniel Mendelson, Parks Accounting Division



**2017-2018 WINTER STORAGE OPERATION AND FEE SCHEDULE
THEODORE ROOSEVELT MEMORIAL AND HARRY TAPPEN MARINAS**

WINTER STORAGE

1. The winter storage season for boat slips shall run from December 1, 2017 to March 31, 2018.
2. Winter storage (length overall) per foot – **resident \$30.00** (includes electricity – where available)
3. Winter storage (length overall) per foot – **non-resident \$40.00** (includes electricity – where available).
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5. One month will consist of a 31-day period or fraction thereof.
6. Boats remaining after March 31, 2018 are charged \$30.00 per day. This does not apply to Town residents who have received a regular 2018 season slip assignment or a 2018 mooring permit.
7. All terms and conditions issued for winter storage must be adhered to.
8. The overall length of the vessel will be determined only by the length as indicated on the vessel's New York State Boat Registration.

BAYMEN'S ASSISTANCE PROGRAM

1. For the purpose of this assistance program only owners of commercial registered vessels who are Town of Oyster Bay residents will be considered Baymen and therefore eligible for this program.
2. Eligible Town of Oyster Bay Shellfish Permit holders shall qualify for a winter dock rental rate of \$15.00 per foot.
3. All commercial-registered vessels may occupy a slip earlier than December 1, 2017, if a slip is vacated by the summer slip holder prior to the end of summer slip rental season, there will be no additional charge for this early slip occupation.
4. 15 Slips will be made available to Baymen on a first come, first served basis to all Baymen who have paid a minimum of two months' slip rental fee and



BAYMEN'S ASSISTANCE PROGRAM (con't)

filed with the Beach Division all required paper work as outlined in the winter storage application.

5. All other rules of winter storage apply including, boats remaining after March 31, 2018 will be charged \$30.00 per day. This does not apply to Town residents who have received a regular 2018 seasonal slip assignment or a 2018 mooring permit.

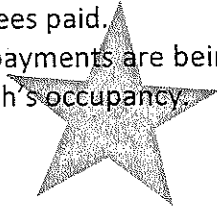
TERMS AND CONDITIONS FOR 2017-2018 WINTER STORAGE

1. Only the assigned vessel may occupy a slip.
2. All boats and boating equipment docked, berthed, located or left at Town facilities are left at the sole risk of the owner of said boat. All boat and boating equipment owners are reminded to obtain adequate insurance before using the Town Facilities. The owner assumes all risk of loss due to damages, theft, vandalism or accident to property while berthed in the marina and releases the Town of Oyster Bay from any and all claims for loss, damage, ice damage, fire, theft or accident to property.
3. De-icing equipment, if installed, will be operated by the Town of Oyster Bay for preservation of Town property and not the protection of vessels in the marina. De-icing equipment may be installed and operated by an owner at his/her sole risk. The facility manager must give prior approval for any personal de-icing equipment.
4. All vessels shall occupy the slip assigned, in a manner acceptable to the facility manager. The facility manager reserves the right to replace existing lines or install additional lines at his discretion, for the safety of the vessel or the marina. However, the Town of Oyster Bay assumes no obligation or responsibility.
5. In the event of emergency repairs to any section of the marina, the Commissioner of Parks is authorized to notify and order boaters to move their boats to areas as assigned by the facility manager for the required time for repairs.
6. The boater agrees that if all property is not removed by March 31, 2018, he/she shall pay for such berthing or storage at the established fee of \$30.00 per day. This section does not apply to Town residents who have received a regular 2018 seasonal slip assignments or 2018 mooring permit.
7. Under no circumstances will any alteration or installation be permitted to be made on floats.
8. Boaters may not store dinghies, supplies, debris, or other materials on floats.
9. Scraping, painting, and sanding of vessels are strictly prohibited. The extent of other vessel maintenance shall be at the discretion of the facility manager.
10. In the event of an emergency, during the owner's absence, the facility manager reserves the right to board the vessel and do whatever is

TERMS AND CONDITIONS FOR 2017-2018 WINTER STORAGE (con't)

necessary to prevent the vessel from sinking and to ensure the safety of the marina.

11. The use of electric power is not permitted aboard the vessel unless the owner is aboard.
12. All boats equipped with burglar systems are required to leave a key with the facility manager.
13. Use of an electric heater in an unattended boat is prohibited.
14. The use of wood, coal, kerosene, or alcohol stoves is strictly prohibited on any boat while berthed in the marina.
15. All boaters who plan to live on their boats 72 hours or longer, while the vessel remains in the marina must obtain written permission from the Commissioner of Parks.
16. Any violation of the above listed terms and conditions or any Town of Oyster Bay Ordinances will cause immediate revocation with loss of fees paid.
17. All payments must be made prior to occupying a slip. If payments are being made monthly, each payment must be made prior to each month's occupancy.



Meeting of October 17, 2017

Resolution No. 665-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 29, 2017, recommended that the Town Board authorize a refund in the amount of \$20.00, to Ms. Maritza Maldonado, for her purchase of a resident daily auto fee at TOBAY Beach, due to her failure to present her previously purchased her senior permit I.D. card and tag,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Maritza Maldonado, in the amount of \$20.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02025 523 0000.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Parks

743
Reviewed By
Office of Town Attorney

11

6605

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: September 29, 2017

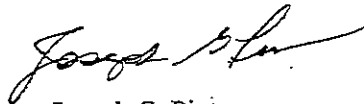
SUBJECT: Resident Refund

The Department of Parks has received correspondence from Maritza Maldonado requesting a \$20 refund for a Resident Daily Auto Fee purchased at TOBAY Beach. Ms. Maldonado forgot to bring her Senior ID card to the beach that day. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$20 waiving a 5% administration fee.

Resident Daily Parking at TOBAY	\$ 20.00
5% Administration Fee waived	- \$ 0.00
Total Refund	<u>\$ 20.00</u>

Kindly debit account PKS A 0001 02025 523 0000.



Joseph G. Pinto
Commissioner of Parks

JGP:dim

Attachments

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



Lisa Brigandi

From: Maritza Maldonado [REDACTED]
Sent: Thursday, August 03, 2017 11:58 AM
To: Joseph Pinto; George Baptista; John Tassone; Linda Drury; Lisa Brigandi
Subject: Town of Oyster Bay Web Inquiry for Parks (beaches, pools)

Name

Maritza Maldonado

Company Name (if applicable)

1957

Address

[REDACTED]
Massapequa Park, New York 11762
United States
[Map It](#)

Phone

(516) [REDACTED]

Email

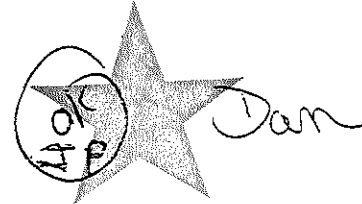
[REDACTED]

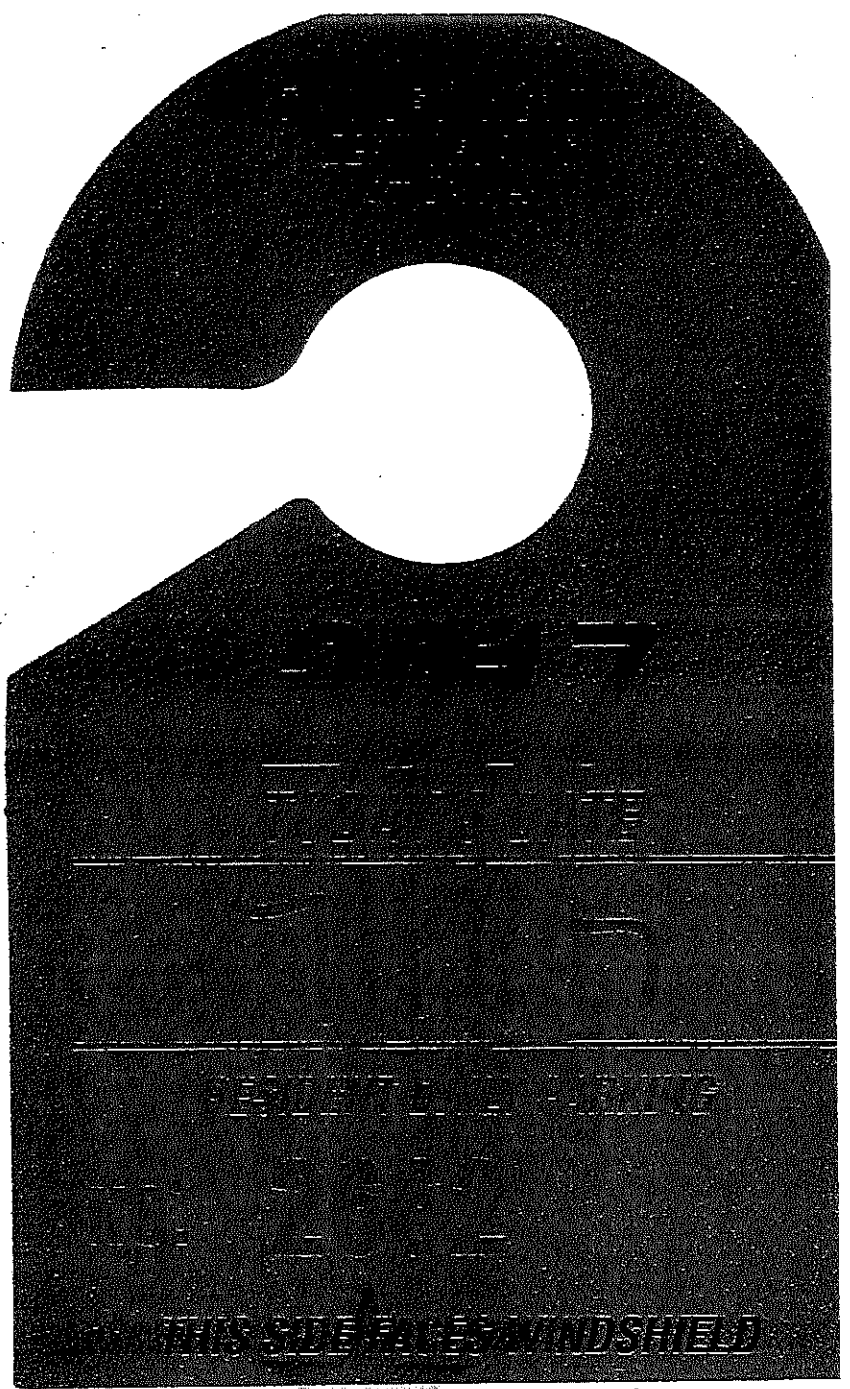
Topic

Parks (beaches, pools)

Comments

Hello - I have a senior permit for the beaches and on July 19th I forgot my i.d. card and paid \$20 to park at Tobay Beach. Would I be entitled to a refund if I mail a copy of my i.d. card and the tag receipt? If so, please tell me where I can send it to. Thank you for your assistance in this matter. An email response would be most appreciative.







MARITZA MALDONADO



No. 33463

TOWN
OF
OYSTER BAY

SENIOR CITIZEN
BEACH PERMIT
LIFETIME



James Altadonna Jr.
Town Clerk

[REDACTED]
Massapequa Park, NY
11762
(516) [REDACTED]



TOWN OF OYSTER BAY
DEPARTMENT OF PARKS
DAILY OPERATIONS REPORT
TOBAY BEACH

PKS171195
NO. TOB A 042

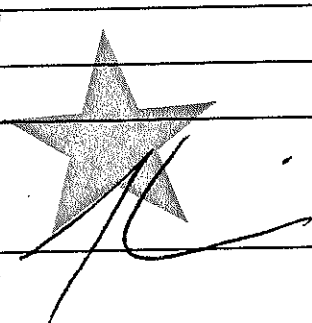
DATE 7/19/17

			NUMBER	RATE	AMOUNT
1 Resident Daily Auto Fee	No. 2607 Thru 2759		153	\$20.00	3060
2 Resident Season Permit	No. 3617 Thru 3692		76	\$60.00	4560
3 Resident Special Permit	No. — Thru —		0	\$60.00	0
4 Non-Resident M-F	No. 99 Thru 112		14	\$50.00	700
5 Aux. Pol/ Vol. Fire/USGA/VET	No. 61 Thru 66		6	\$30.00	180
6 Wantagh Fire Department	No. 12 Thru —		0	\$60.00	0
7 TOTAL must agree with line 14				X	8500
8 Senior Citizen	No. ¹⁰¹³⁻¹⁰²⁵ 926-943 Thru		31	NO FEE	
9 Disability/S.S.A.	No. 19 Thru 19		1	NO FEE	
10 Replacement	No. 21 Thru 24		4	NO FEE	
11 Hybrid	No. — Thru —			NO FEE	
12		Group Total Closing		40560	
13		Group Total Opening		32060	
14 TOTAL (must agree with line 7)					8500

REGISTER CLOSED _____ PM

CASH	6310
CREDIT/CHK	2070 / 1120
	8500

Remarks _____

Cashier _____ Facility Manager 

Copy Distribution: White, Yellow, Pink – Main Office
Goldenrod – Facility

Meeting of October 17, 2017

Resolution No. 666-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 29, 2017, recommended that the Town Board authorize a refund in the amount of \$100.00, to Ms. Fajilatun Choudhury, for her payment of two children's registration fees for Swim Lessons at the Bethpage Community Park Pool, which lessons were cancelled due to inclement weather,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Fajilatun Choudhury, in the amount of \$100.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02001 510 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 (2)
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

12

666

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

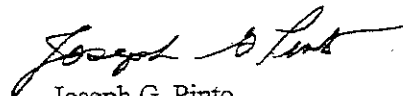
TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: September 29, 2017
SUBJECT: Resident Refund

The Department of Parks has received correspondence from Fajilatun Choudhury requesting a \$100 refund for her two children's registration fees into the Town of Oyster Bay Swim Lesson Program at the Bethpage Community Park Pool. In light of the circumstances, the Parks Department believes a refund is in order.


Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$100 waiving a 5% administration fee.

Reg for 2 children in TOB swim lessons	\$ 100.00
5% Administration Fee waived	- \$ 0.00
Total Refund	<u>\$ 100.00</u>

Kindly debit account PKS A 0001 02001 510 0000.


Joseph G. Pinto
Commissioner of Parks

JGP:dim
Attachments
Cc: Office of the Town Attorney (original +7 copies)

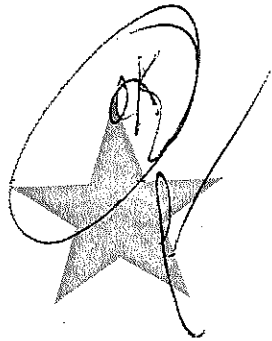


Dear Mr. Pintl,

My family is a member of the Bethpage Community Park pool. I am a mother of two children [REDACTED] paid \$100 for swimming lessons from August 7th to August 18th at 12PM session and level 1. Unfortunately throughout the entire week weather is not performing positively. [REDACTED]
[REDACTED]
[REDACTED]

Since November of last year we moved to this community [REDACTED]
[REDACTED]

Therefore, please consider my situation and pay my \$100 back so I can use that money towards next summer lessons. If you want any further inquiry please call me or text me or email me.



Thanks
Regards

Fajilatun (Diva) Choudhury

[REDACTED]
[REDACTED]
Bethpage, NY 11714

TOWN OF OYSTER BAY

SUMMARY OF BANK DEPOSIT REPORT

DEPARTMENT: <u>Parks</u>	LOCATION: <u>THS</u>	CODE #:	
DESCRIPTION OF RECEIPTS: <u>Swim Lessons</u>			
DATE OF RECEIPTS: <u>7/25-7/26</u>	DATE OF DEPOSITS: <u>7/26/17</u>	AMOUNT: <u>525.00</u>	
<u>376-392</u>		<u>525</u>	<u>00</u>
	<u>Pk 17/194</u>		

NAME OF BANK: Chase BankDO NOT WRITE IN SPACE BELOW.
FOR USE BY DIRECTOR OF FINANCE.

CASH RECEIPT NO.

--

TOTAL AMOUNT OF DEPOSITS	<u>525</u>	<u>00</u>
LAST REPORT YEAR TO DATE		
ADJUSTMENTS		
TOTAL DEPOSITS YEAR TO DATE		


SIGNATURE OF AUTHORIZED EMPLOYEE

2017 Swim Lessons - Receipt



Date	7/25/2017
Last Name	Choudhury
First Name	[REDACTED]
Address	[REDACTED]
Town	Bethpage
Age	[REDACTED]
Phone #	[REDACTED]
Alt Phone #	
Pool	BETHPAGE
[2017 Swim Lessons] Sessi	4
Time	12
Level	1
Receipt	383
Check #	161
Amount	\$50.00
Rcvd by	AF
PASS #	20882

2017 Swim Lessons - Receipt

Date 7/25/2017

Last Name Choudhury

First Name [REDACTED]

Address [REDACTED]

Town Bethpage

Age [REDACTED]

Phone # [REDACTED]

Alt Phone #

Pool BETHPAGE

[2017 Swim Lessons] Sessi 4

Time 12

Level 1

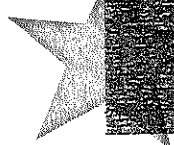
Receipt 382

Check # 162

Amount \$50.00

Rcvd by AF

PASS # 20881



171 194
Pr

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

My Transaction Summary

Transaction #128
Account Number Ending In: 0206
Checking Deposit \$525.00

Further review may result in delayed availability of this deposit

JPMorgan Chase Bank, N.A.
North Massapequa, Branch 000200
1-800-535-9935
Member FDIC, Equal Housing Lender
Please keep your receipt
07/27/2017 11:25

Business Date 07/27/2017
Session #54

Thank you - Pat
Cashbox #01

DEPOSIT RECORD COPY 210

TOWN OF OYSTER BAY

Ph 17/194

CHASE 
JPMorgan Chase Bank
www.Chase.com

DATE 7/20/13
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
LIST CHECKS SINGLY OR ATTACH LIST
DOLLARS CENTS

Julian Lesson

CURRENCY

COIN

CHECK I.D.

700

100

300

400

120

160

160

160

160

120

1370

1370

1330

97

2500

2500

2500

2500

5000

5000

5000

2500

2500

2500

10000

2500

2500

5000

52500

52500

PLEASE ENTER TOTAL HERE

52500

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

Meeting of October 17, 2017

Resolution No. 667-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 29, 2017, recommended that the Town Board authorize a refund in the amount of \$300.00, to Ms. Melissa Donnelly, for her payment of the registration fee for the Allen Park Summer Program for her son, who was unable to attend,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Melissa Donnelly, in the amount of \$300.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02001 510 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 (2)
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

13

4667

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

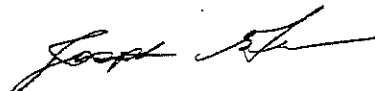
TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: September 29, 2017
SUBJECT: Resident Refund

The Department of Parks has received correspondence from Melissa Donnelly requesting a \$300 refund for her son's registration fee into the Town of Oyster Bay Summer Recreation Program at the Ellsworth W. Allen Town Park. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$300 waiving a 5% administration fee.

Reg 1 child in TOB sum rec	\$ 300.00
5% Administration Fee waived	- \$ 0.00
Total Refund	<u>\$ 300.00</u>

Kindly debit account PKS A 0001 02001 510 0000.




Joseph G. Pinto
Commissioner of Parks

JGP:dim

Attachments

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



Melissa Donnelly
14 Roberts Street
Farmingdale, NY 11735
July 24, 2017

Mr. Joseph Pinto
Commissioner of Parks
Town of Oyster Bay
977 Hicksville Road
Massapequa, NY 11758

Dear Mr. Pinto:

I am writing you to request a refund for the Allen Park Summer Program that I signed my son [REDACTED] up for. Ever since I was a seasonal I watched all the kids go to the Town's summer program and couldn't wait for the day that I had my own children to sign up. Unfortunately for us, that didn't work out as planned. Upon returning from our summer vacation, I brought Luke to his first day of camp and he [REDACTED]
[REDACTED] As if that wasn't enough, he has now come down with [REDACTED]
[REDACTED] am hoping you can understand our situation; I appreciate all your help and consideration in this matter. If you need to reach me for any reason at all, please feel free to call me at [REDACTED]

Sincerely,

Melissa Donnelly



TOWN OF OYSTER BAY



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

DATE 5/22/17
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
LIST CHECKS SINGLY OR ATTACH LIST

DOLLARS CENTS

CURRENCY		
COIN		
CHECK NO.	121286624	300
	133	
	1345	
	135	
	1042	
	633	✓
	163	300
	860	400
	2251	1
	149	1
	1212	1
	205	✓
	3371	400
	1141	500
		5000

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 CHASE CHASE CHASE CHASE CHASE CHASE

Summer Rec.
Allen

①

171074

Deposit cash or checks at a Chase DepositFriendly(SM) ATM.
An image of your check can be printed on your receipt.

My Transaction Summary

Transaction #128
Account Number Ending In: 0206
Checking Deposit \$5,000.00

Further review may result in delayed availability of this deposit

JPMorgan Chase Bank, N.A.
North Massapequa, Branch 000200
1-800-835-9935
Member FDIC, Equal Housing Lender
Please keep your receipt.
05/23/2017 13:57

Business Date 05/23/2017
Session #52

Thank you - Camerlayn
Cashbox #05

DOR# 177

171074

Allen ①

\$ 5000

Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758-1281

GENERAL RECREATION RECEIPT

No. 315

Last Name	Donnelly	First Name	[REDACTED]	M.I.	
Address	14 Roberts Street			Town	Farmingdale
Age	4	Phone	516 [REDACTED]		
Session		Time		Level	
Facility	AIHN	Mon. to Fri.		Amount	\$300.00
Activity	TOB REC	Cash ()		Check ()	No. 121286624
<div>Jackie</div> <div>Received By</div> <div>5/2/17</div> <div>Date</div>					
<div>White - Office</div> <div>Canary - Accounting</div> <div>Pink - Registrant</div> <div>Goldenrod - Instructor</div>					

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 29, 2017, recommended that the Town Board authorize a refund in the amount of \$500.00, to the CenterPoint Church of Massapequa, for their purchase of a Special Events Permit Facility Use Fee at Marjorie Post Community Park, which was unable to be used due to inclement weather on August 18, 2017,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to the CenterPoint Church of Massapequa, in the amount of \$500.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02410 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 (2)
Town Attorney
Comptroller
Parks

768
Reviewed By
Office of Town Attorney

668

14

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: September 29, 2017

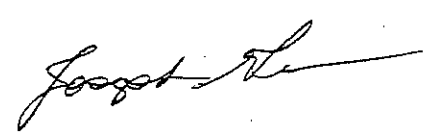
SUBJECT: Resident Refund

The Department of Parks has received correspondence from Christopher Merz, Associate Pastor at CenterPoint Church Massapequa, requesting a \$500 refund for the Special Events Permit purchased by the CenterPoint Church of Massapequa. The Church was unable to use Marjorie Post Community Park on August 18, 2017 due to inclement weather. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$500 waiving a 5% administration fee.

Special Events Permit	\$ 500.00
5% Administration Fee waived	- \$ 0.00
Total Refund	<u>\$ 500.00</u>

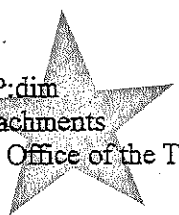
Kindly debit account PKS SP 0001 02410 000 0000.



Joseph G. Pinto
Commissioner of Parks

JGP:dim
Attachments

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





98 Jerusalem Avenue, Massapequa, NY 11758 | 516.826.0432

68 Redington Street, Bay Shore, NY 11706 | 631.665.2489

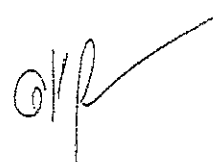
455 Neptune Boulevard, Long Beach, NY 11561 | 516.431.1453

Dear Joe Pinto,

Unfortunately, the weather this past Friday made it impossible for us to have the Movie Night in the park we had scheduled in Marjorie Post Park. We are requesting a refund if possible for the permit that was issued for the event. Thank you again for working with us and being willing to allow us the attempt to have the event in the park this year. We will explore other ways for community engagement next year and are grateful for your willingness to work with us.

Sincerely,


Christopher Merz
Associate Pastor
CenterPoint Church Massapequa



Town of Oyster Bay - Department of Parks
977 Hicksville Rd
Massapequa NY 11758
(516) 797-4125

INVOICE

MAIL TO

Christopher Merz
Center Point Church
98 Jerusalem Avenue
Massapequa, NY 11758

DESCRIPTION	AMOUNT
Family Movie Night Marjorie Post Park Friday, August 18, 2017	\$500.00
TOTAL DUE	\$500.00

COMMENTS

Payment made to Town of Oyster Bay

*mailed
4/20/17*

Joseph G. Pinto
Commissioner



Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758
(516) 797-4128 Fax (516) 797-4145
www.oysterbaytown.com

TOWN OF OYSTER BAY
DEPARTMENT OF PARKS AND RECREATION
SPECIAL EVENTS PERMIT

☒ PERMIT FOR A SPECIAL EVENT

☐ PERMIT TO DISTRIBUTE LITERATURE AT
A SPECIAL EVENT

SELLING OF MERCHANDISE OR SOLICITATION OF CONTRIBUTIONS IS PROHIBITED AS
PER TOWN CODE 168.20 AND 168.24

Applicant Information: Application No: 208-17 Permit No: 208-17

Applicant Name: Christopher Merz

Applicant Phone: 516- [REDACTED]

Organization Name: Centerport Church

Street Address: 98 Jerusalem Avenue

Town: Massapequa State: New York Zip: 11758

Event Information

Type of Event: Family Movie Night

Date: August 18, 2017

Park/Facility: Marjorie Post Park Location in Park: Back Gazebo

Start Location: N/A Finish Location: N/A

Route through Park: N/A

No. of Participants: 300 No. of Spectators: N/A

Set Up Begins: 6:00 PM Clean Up Ends: 11:00 PM

Time of Event: 7:00 PM Time Event Ends: 10:00 PM

Water or electrical connections: No Provisions for on-site medical services: No

Permit issued for Special Events only as per application submitted to the Department of Parks


JOSEPH G. PINTO
COMMISSIONER OF PARKS

PLEASE BE ADVISED:

Permit applicant acknowledges that any violation of the Town of Oyster Bay Department of Parks rules, regulations, policies and directives of town employees regarding the terms and conditions of any permit issued, shall result in the immediate removal of the offending individual(s) from the park or facility, for violation of New York State Penal Law Section 140.05-Trespass, in addition to any other penalty or penalties by law.

Cc: Lisa Brigandi
Dolores Ajello
Sean Gardner
Public Safety

TOWN OF OYSTER BAY



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

DATE 8/17/17
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
LIST CHECKS SINGLY OR ATTACH LIST

DOLLARS CENTS

☐ CURRENCY

☐ COIN
CHECK NO.

11341

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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

Deposit cash or checks at a
Chase DepositFriendly(SM) ATM.
An image of your check can
be printed on your receipt.

My Transaction Summary

Transaction #60
Account Number Ending In: 0206
Checking Deposit \$1,825.00

Further review may result in delayed
availability of this deposit

JPMorgan Chase Bank, N.A.
North Massapequa, Branch 000200
1-800-335-9335
Member FDIC, Equal Housing Lender
Please keep your receipt
08/17/2017 11:24

Business Date 08/17/2017
Session #45

Thank you - Pat
Cashbox #01

\$ 1,825.00

\$ 1,825.00

\$ 1,825.00

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\$ 1,825.00

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\$ 1,825.00

\$ 1,825.00

\$ 1,825.00



J.P.Morgan

To: 15167974145
From: 210-881-6615; retail.claims.efax@chase.com
Date: September 19, 01:39:42 PM GMT
Subj: Check Image
Pages: 2

Hello Danny,

Form Details Image Details Amount Details Copy Later Print Cancel Duplicate

CENTERPOINT CHURCH
DE JERUSALEM AVE
MASSAPEQUA, NY 11756

ASTORIA FEDERAL SAVINGS
805 HICKWILLE RD
MASSAPEQUA, NY 11756
1-781-423-1111

5066

PAY TO THE
ORDER OF

Town of Oyster Bay

08/09/17

\$7500.00

Five Hundred and 00/100

DOLLARS

Town of Oyster Bay
577 Hicksville Rd
Massapequa, NY 11756

MEMO: Permit - Movie Nights

Routing Slip 08/17/2017
Sequence Number 042027125
Amount 500.00
Account [REDACTED]
Routing Transit Number 22147281
Check Serial Number 000000005066
Bank Number 007
IFD Indicator 0
Image type P
BOPD 074905862
Cost Center 200
Teller Number 1
Teller Sequence Number 80
Current Source 07
Entry Number 0000000514
CDC 90217081700949027-282
COL 119

RECOMMENDED FOR DEPOSIT ONLY
TOWN OF OYSTER BAY

DO NOT WRITE IN THESE SPACES
TOWN OF OYSTER BAY

Thank You

Shalynn Smith | Client Service Specialist | Commercial Client Services | Commercial Banking | Chase | 866.954.3718 | F: 317.333.6448 | shalynn.r.smith@chase.com | chase.com/commercialbanking

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WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 29, 2017, recommended that the Town Board authorize a refund in the amount of \$500.00, to the Bayville Chamber of Commerce, for their purchase of a Special Events Permit Facility Use Fee, due to low turnout and any profits being directed towards local scholarships to the Locust Valley School District,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to the Bayville Chamber of Commerce, in the amount of \$500.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02410 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 (2)
Town Attorney
Comptroller
Parks

740
Reviewed By
Office of Town Attorney

15

669

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: September 29, 2017

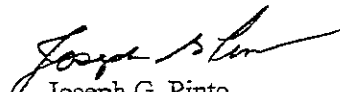
SUBJECT: Resident Refund

The Department of Parks has received correspondence from Michael Carrozza, Vice President of the Bayville Chamber of Commerce, requesting a \$500 refund for the Special Events Permit purchased by the Bayville Chamber of Commerce. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$500 waiving a 5% administration fee.

Special Events Permit	\$ 500.00
5% Administration Fee waived	- \$ 0.00
Total Refund	<u>\$ 500.00</u>

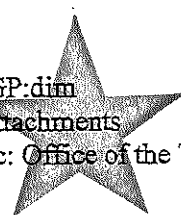
Kindly debit account PKS A 0001 02410 000 0000.

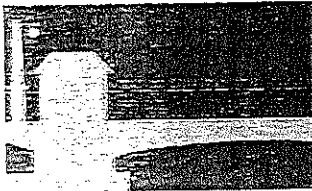

Joseph G. Pinto
Commissioner of Parks

JGP:dim

Attachments

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





BAYVILLE

CHAMBER OF COMMERCE

Your Bridge To Business Success

P.O. BOX 113, BAYVILLE, NY 11709
THEBAYVILLECHAMBEROFCOMMERCE@GMAIL.COM
WWW.BAYVILLECHAMBEROFCOMMERCE.COM

VINCENT MOSCATO
PRESIDENT

MICHAEL CARROZZA
VICE PRESIDENT

RICHARD VALICENTI
TREASURER

SUSAN RUST
SECRETARY

AMANDA VALDERRAMA
RECORDING SECRETARY

September 26, 2017

Dear Deputy Supervisor Carmen,

I'm reaching out to you as a representative of the Bayville Chamber of Commerce in regards to our annual Waterside Festival held each year at Ransom Beach in Bayville. This will be the 16th consecutive year that either the Village of Bayville or the Chamber of Commerce has presented this event to the community. Ever since the chamber has been hosting the event, all money made after expenses has gone towards local scholarships to the Locust Valley Central School District. It is a source of great pride each year as we present checks to worthy winners from a pool of exceptional candidates. The event also allows local businesses to showcase their products and services which is a primary organizational goal of our chamber.

Even with all the hard work needed to present the festival to the community, this event has never been a great revenue generator. Some years it could be the weather that spoils the day or just bad timing with other major events held on the same weekend throughout Long Island that prohibits our ultimate success. That being said, if anything can be done to lower the fees related to hosting this event on Town of Oyster Bay property it would go a long way towards being able to continue our scholarship awards. We would like to thank you in advance and appreciate any consideration in this regard and have always considered the assistance of TOB officials and staff as integral to presenting the Bayville Waterside Festival.

Regards,

Michael Carrozza
Vice President, Bayville Chamber of Commerce



Town of Oyster Bay - Department of Parks
977 Hicksville Rd
Massapequa NY 11758
(516) 797-4125

INVOICE

MAIL TO

Michael Carozza
Bayville Chamber of Commerce
PO Box 113
Bayville, NY 11709

DESCRIPTION	AMOUNT
Bayville Waterside Festival Ransom and Stehli Beaches Saturday, September 9, 2017 Facility Use Fee	\$500.00
TOTAL DUE	\$500.00

COMMENTS

Payment made to Town of Oyster Bay

mailed
8/21/17

~~Signature~~

WHEREAS, Michael Carrozza, Vice President of the Bayville Chamber of Commerce, by letter dated July 5, 2017, has requested the use of Charles E. Ransom and Stehli Beaches, 15 trash receptacles, 15 picnic tables, 2 portable lights and a showmobile for its Annual Waterside Festival, to be held on September 9, 2017, from 10.00 a.m. to 10.00 p.m., and has requested that the Town Board waive Town ordinance Section 168-22 to permit the sale of alcoholic beverages at said Festival; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated August 2, 2017, has advised that Charles E. Ransom and Stehli Beaches, 15 trash receptacles, 15 picnic tables, 2 portable lights and a showmobile will not otherwise be required for use by the Town at that time, and that the Department of Parks has no objection to providing same to the Bayville Chamber of Commerce, and recommends that the Town Board waive Town ordinance Section 168-22 to permit the sale of alcoholic beverages at said Festival; 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 requests as hereinabove set forth are hereby approved, and the Department of Parks, is hereby authorized to provide the use of Charles E. Ransom and Stehli Beaches, 15 trash receptacles, 15 picnic tables, 2 portable lights and a showmobile to the Bayville Chamber of Commerce, on September 9, 2017, for its Annual Waterside Festival, and that Town ordinance Section 168-22 regarding sale of alcoholic beverages is hereby waived at Charles E. Ransom and Stehli Beaches in connection with this event and 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 Parks, or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities, except for Section 168-20, referring to the solicitation of alms and contributions, which is to be waived for this event; 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 commercial general liability and \$2,000,000 general aggregate, and naming the Town as an additional insured, in connection with the aforescribed activity.

#

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

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

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

245
Reviewed By
Office of Town Attorney

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

DATE 11-11-77
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
LIST CHECKS SINGLY OR ATTACH LIST

DOLLARS CENTS

CURRENCY	
----------	--

COIN

CHECK I.D.:

1361	500	00
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[illegible]

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.

BAYVILLE CHAMBER OF COMMERCE
18 LUDLAM AVE
BAYVILLE, NY 11708-3201

DATE 8/9/17

PAY TO THE ORDER OF Town of Oyster Bay \$ 500. ^{XX}

Five hundred & 00/xx DOLLARS

Paul M. White
V. T. Mack

FOR Facility Use Fee - Seaside Est. 2017

327000204

Posting Date: 08/17/2017
Sequence Number: 9490271281
Amount: 500.00
Account: [REDACTED]
Routing Transit Number: [REDACTED]
Check/Serial Number: 000000001361
Bank Number: 802
IRD Indicator: 0
Image type: P
BOFD: 074909962
Cost Center: 200
Teller Number: 1
Teller Sequence Number: 80
Capture Source: BY
Entry Number: 0000003514
UDK: 802170817009490271281
ICLR: No

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Chase & Co. All Rights Reserved

Meeting of October 17, 2017

Resolution No. 670-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 29, 2017, recommended that the Town Board authorize a refund in the amount of \$45.00, to Ms. Rhonda Kessler, for her purchase of a Resident Senior Individual Pool Membership, which she was unable to use for health reasons,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Rhonda Kessler, in the amount of \$45.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02025 523 0000.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

16

670

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

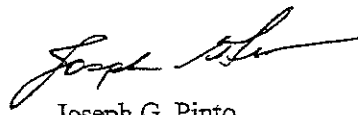
TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: September 29, 2017
SUBJECT: Resident Refund

The Department of Parks has received correspondence from Rhonda Kessler requesting a \$45 refund for her Resident Senior Individual Pool Membership purchased at the Harry Tappen Pool. Ms. Kessler was unable to use the pool this summer. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$45 waiving a 5% administration fee.

Res senior ind pool membership	\$ 45.00
5% Administration Fee waived	- \$ 0.00
Total Refund	<u>\$ 45.00</u>

Kindly debit account PKS A 0001 02025 523 0000.


Joseph G. Pinto
Commissioner of Parks

JGP:dim
Attachments
Cc: Office of the Town Attorney (original +7 copies)



19 Hill Drive
Glen Head, NY 11545

Park Department – Frank Nocerino
977 Hicksville Road
Massapequa, NY 11758

September 2, 2017

Dear Mr. Nocerino,

I am requesting that I am refunded for my pool pass for the 2017 summer season. I have not been feeling well and was unable to use the facilities for the entire summer. I have attached the requested documentation including a copy of my license and proof of payment. Thank you for your consideration.

Sincerely yours,

A handwritten signature in cursive script that reads "Rhonda Kessler". The signature is written in dark ink and is positioned above the printed name.

Rhonda Kessler

HAPPEN-POOL ADMISSIONS
74 AUDREY AVE
OYSTER BAY, NY 11771
(516) 797-7876

k ID: 6901
chant ID: 69016163232
m ID: 001

Sale

[illegible]

TERCARD

Entry Method: Chip

Total: \$ 45.00

02/17 16:59:33

; #: 050008 Appr Code: 01446Y

rvd: Online Batch#: 183001

Unavail Ref. #: 00100004

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

NEW YORK STATE

DRIVER LICENSE

ID [REDACTED] CLASS D

SEX [REDACTED] DATE OF BIRTH [REDACTED] DATE OF EXPIRATION [REDACTED]

SEX [REDACTED] DATE OF BIRTH [REDACTED] DATE OF EXPIRATION [REDACTED]

SEX [REDACTED] DATE OF BIRTH [REDACTED] DATE OF EXPIRATION [REDACTED]

ISSUED [REDACTED] EXPIRES [REDACTED]

R. Kessl
KESSL FR/RHONDA

MasterCard
D: A00000000041011
I: 6800:
R: 0000000000

McGraw-Hill Co.

Hidden on level 1. DAY

Meeting of October 17, 2017

Resolution No. 671-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 29, 2017, recommended that the Town Board authorize a refund in the amount of \$250.00, to the Village of Bayville, for their purchase of the Showmobile Rental for their event to be held on August 18, 2017, which event was cancelled due to inclement weather,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to the Village of Bayville, in the amount of \$250.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02414 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 (2)
Town Attorney
Comptroller
Parks

7/4/8
Reviewed By
Office of Town Attorney

7

6071

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: September 29, 2017

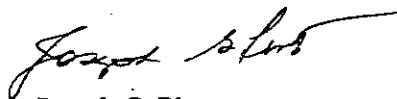
SUBJECT: Resident Refund

The Department of Parks has received correspondence from Donna DiMiceli, Recreation Secretary for the Inc. Village of Bayville, requesting a \$250 refund for the Incorporated Village of Bayville's rental of a Showmobile for their event to be held on August 18, 2017. The event was cancelled due to inclement weather. In light of the circumstances, the Parks Department believes a refund is in order.


Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$250 waiving a 5% administration fee.

Showmobile Rental	\$ 250.00
5% Administration Fee waived	- \$ 0.00
Total Refund	<u>\$ 250.00</u>

Kindly debit account PKS A 0001 02414 000 0000.


Joseph G. Pinto
Commissioner of Parks

JGP:dim
Attachments
Cc: Office of the Town Attorney (original +7 copies)





The Incorporated Village of Bayville

MAYOR
PAUL RUPP

34 SCHOOL STREET
BAYVILLE, NEW YORK 11709

TEL: (516) 628-1439
FAX: (516) 628-3740
www.bayvilleny.gov

VILLAGE ADMINISTRATOR
MARIA ALFANO-HARDY

VILLAGE ATTORNEY
KEITH M. CORBETT

BOARD OF TRUSTEES
TIMOTHY P. CHARON
ROBERT E. DE NATALE
ROBERT M. NIGRO
MICHELE J. PRINCIPE
JOE RUSSO
JOHN H. TAYLOR

September 1, 2017

Joseph Pinto
Commissioner of Parks
Town of Oyster Bay
Parks Department
977 Hicksville Road
Massapequa NY 11758

Dear Commissioner Pinto

I have been directed to write this letter for refund of monies due to a concert cancellation. The show mobile has been booked by the Inc. Village of Bayville for August 18, 2017 (copies of receipt #3687 enclosed). Unfortunately, due to thunderstorm we had to cancel the function and the Band was not able to reschedule with us.

I had spoken to Cathy McWilliams in the Parks Department and she acknowledged that I had cancelled within the allotted time for a refund to be issued. The refund check should be issued to the Inc. Village of Bayville 34 School Street, Bayville NY 11709. If you have any further questions please do not hesitate to call 516-628-1439 ext. 116.

Sincerely,

Donna DiMiceli
Inc. Village of Bayville
Recreation Secretary

Ph 171187



Town of Oyster Bay - Department of Parks
977 Hicksville Rd
Massapequa NY 11758
(516) 797-4125

INVOICE

DATE: June 16, 2017

MAIL TO

Donna DiMiceli
Incorporated Village of Bayville
34 School Street
Bayville, N.Y 11709

DESCRIPTION		AMOUNT
Bayville Summer Concerts	August 18, 2017	
Showmobile Fee		\$175.00
Set Up / Delivery Fee		\$75.00
TOTAL DUE		\$250.00

COMMENTS

Payment made to Town of Oyster Bay



TOWN OF OYSTER BAY
Department of Parks
GENERAL RECEIPT

171187

3687

Name Village of Bayville Donna Di Miceli		Phone 516-628-1439 x 116	
Street 34 School Street		Age	
Town Bayville	Zip N.Y. 11709	Day	Hour
Activity Shawmobile		Location West Harbor Memorial Park	
Mo./ Day/ Year 8-18-17	Received By CM	Fee \$ 250.00	

COPY DISTRIBUTION
White - Office
Canary - Accounting
Pink - Program Head
Gold - Registrant

Cash ☐
Check ☒ \$ 13794

Meeting of October 17, 2017

Resolution No. 672-2017

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated September 29, 2017, recommended that the Town Board authorize a refund in the amount of \$250.00, to Mr. Joseph Verdi, for his purchase of a rink rental permit at the Bethpage Ice Skating Center on August 27, 2017, because of the Town's cancellation of the rental time due to ice rink maintenance,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Mr. Joseph Verdi, in the amount of \$250.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02025 523 0000.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Parks

7/4/17
Reviewed By
Office of Town Attorney

76 672

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

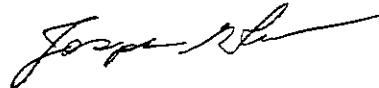
TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: September 29, 2017
SUBJECT: Resident Refund

The Department of Parks has received correspondence from Joseph Verdi requesting a \$250 refund for a rink rental permit for August 27, 2017 at the Bethpage Ice Skating Center. The Ice Skating Center was closed for scheduled maintenance at this time. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$250 waiving a 5% administration fee.


Rink rental at ISC	\$ 250.00
5% Administration Fee waived	- \$ 0.00
Total Refund	<u>\$ 250.00</u>

Kindly debit account PKS A 0001 02025 523 0000.



Joseph G. Pinto
Commissioner of Parks

JGP:dim
Attachments
Cc: Office of the Town Attorney (original +7 copies)



Mr. Joseph Verdi
214 N. 2nd Street
Bethpage, NY 11714
August 22, 2017

OK IF
LIZ
CONCURS
[Signature]

Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, NY 11758

Attn: Joseph G. Pinto, Commissioner of Parks

Re: Ice Rental at TOB Ice Skating Center
Permit No. 741-17B

Dear Mr. Pinto,

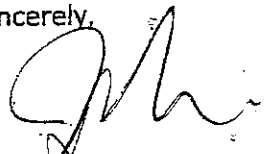
Please see attached for my invoice for ice rental for 8/6 and 8/27/17, which has been paid in full.

I am writing for a refund for 8/27/17 since my ice slot has been cancelled by the Town of Oyster Bay due to scheduled ice maintenance at the Rink during this time. Liz Carroll informed me of alternate dates to re-schedule, but my team is not able to make it any other time.

I would like a refund in the amount of \$250 sent to me at the above address as soon as possible.

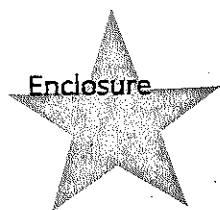
Thank you.

Sincerely,



Joseph Verdi

Enclosure



171215

Phone: (516) 433-RINK (7465)
Fax: (516) 433-7493
E-mail: icarroll@oysterbay-nv.gov

Bill To:
Joe Verdi
214 N. 2nd Street
Bethpage, NY 11714

Date: July 27, 2017

Date	TIME	TOB RES/NON-RES	Description	Amount	Hours	Balance
8/6/2017	3:45-4:45pm	TOB Resident Rate	Pick Up Hockey	\$250/hr.	1.0 hrs.	\$250.00
8/27/2017	3:45-4:45pm	TOB Resident Rate	Pick Up Hockey	\$250/hr.	1.0 hrs.	\$250.00
					Total	\$ 500.00

TERMS: BALANCE DUE BEFORE SCHEDULED GAMES/PRACTICES

REMITTANCE	
Customer Name:	VERDI
Organization Name:	
Permit No.:	741-17B
Date:	July 27, 2017
Amount Due:	\$500.00
Amount Enclosed:	DD \$500 8/17/17 #3274

TOWN OF OYSTER BAY
74 AUDREY AVENUE
OYSTER BAY, NY 11771

Verdi
(@ 375)

171215

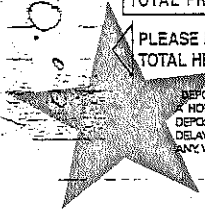


DATE	8/17/17	DOLLARS	CENTS
CURRENCY			
COIN			
CHECKS (List each separately)			
1			
2	3274	500	00
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
TOTAL FROM OTHER SIDE			

\$ 500.00

PLEASE RE-ENTER
TOTAL HERE

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
IF HOLD FOR UNCOLLECTED FUNDS MAY BE PLACED ON FUND
DEPOSITED BY CHECK OR SIMILAR INSTRUMENTS. THIS COULD
DELAY YOUR ABILITY TO WITHDRAW SUCH FUNDS. THE DELAY
ANY WOULD NOT EXCEED THE PERIOD OF TIME PERMITTED BY LAW



ADDITIONAL CHECK LISTING

CHECKS	DOLLARS	CENTS
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

TOTAL (LINES 30-50)
FORWARD TO OTHER SIDE

CURRENCY AND COIN FOR OFFICE USE ONLY

CURRENCY QUANTITY	VALUE	DOLLARS	CENTS
	X 100		
	X 50		
	X 20		
	X 10		
	X 5		
	X 2		
	X 1		

TOTAL CURRENCY
FORWARD TO OTHER SIDE

COIN QUANTITY	VALUE	DOLLARS	CENTS
	X 1.00		
	X .50		
	X .25		
	X .10		
	X .05		
	X .01		

TOTAL COIN
FORWARD TO OTHER SIDE

DMC
Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated September 27, 2017, requested Town Board authorization for the Supervisor to execute a Clean Vessel Assistance Operation and Maintenance Agreement with the New York State Environmental Facilities Corporation, as well as any and all other necessary documents, in order for the Town to receive a grant for pump out services at Tobay Beach & Marina, Theodore Roosevelt Beach and Marina, and Harry Tappen Beach and Marina, providing an amount up to \$5,000.00 per marina, for a total maximum grant award of \$15,000.00; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Town Board authorization is hereby given for the Supervisor and/or the Supervisor's designated appointee, to execute a Clean Vessel Assistance Operation and Maintenance Agreement with the New York State Environmental Facilities Corporation, as well as any and all other necessary documents, in order for the Town to receive a grant for pump out services at Tobay Beach & Marina, Theodore Roosevelt Beach and Marina, and Harry Tappen Beach and Marina, providing an amount up to \$5,000.00 per marina, for a total maximum grant award of \$15,000.00.

#

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 (2)
Intergovernmental Affairs

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

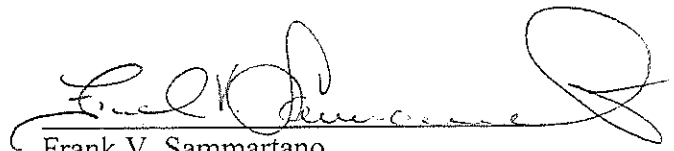
THROUGH: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: SEPTEMBER 27, 2017

SUBJECT: NEW YORK STATE CLEAN VESSEL ASSISTANCE PROGRAM
2017 OPERATION & MAINTENANCE FUNDING

The Town of Oyster Bay has been approved to receive 2017 Clean Vessel Assistance Program Operation and Maintenance (CVAP O&M) funding provided through the New York State Environmental Facilities Corporation. This grant funding may provide up to \$5,000.00 in reimbursement for the operation and maintenance costs in running a pump out boat/pump out station at each marina that the Town provides this service. The Town offers pump out services at Tobay Beach & Marina, Theodore Roosevelt Beach and Marina, and Tappen Beach and Marina thereby making the maximum 2017 CVAP O&M grant award equal to \$15,000.00. Receipt of this grant funding is contingent upon the execution of a Clean Vessel Assistance Operation and Maintenance Agreement between the Town of Oyster Bay and the New York State Environmental Facilities Corporation.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into a Clean Vessel Assistance Operation and Maintenance Agreement with the New York State Environmental Facilities Corporation to be approved by the Town Attorney and further authorize the Supervisor and/or his designee to execute said agreement.


Frank V. Sammartano,
Commissioner

FVS:CB

cc: Town Attorney w/7 copies

CVAP-O&MAgree2017-Dckt

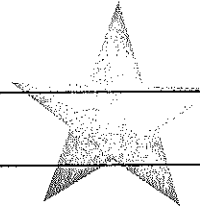
**CLEAN VESSEL ASSISTANCE PROGRAM
ANNUAL OPERATION & MAINTENANCE AGREEMENT**

TOWN OF OYSTER BAY

and

**NEW YORK STATE ENVIRONMENTAL
FACILITIES CORPORATION**

2017



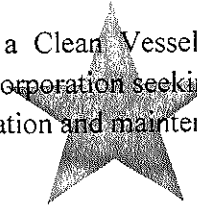
This Annual Operation and Maintenance Grant Agreement (hereinafter referred to as the "Agreement"), by and between the New York State Environmental Facilities Corporation, a New York State public benefit corporation (hereinafter referred to as the "Corporation"), with offices located at 625 Broadway, Albany, New York, 12207-2997, and the Recipient identified on the cover page hereof, with offices located at Town Offices, 54 Audrey Avenue, Oyster Bay, NY 11771.

WHEREAS, the Corporation is the agency of the State of New York which is the recipient of federal grant funds provided under the Clean Vessel Act Grant Program (hereinafter referred to as the "CVA"), such program being authorized pursuant to the Clean Vessel Act of 1992 and the regulations promulgated thereunder for the purpose of providing federal grant funds to states for the construction, renovation, operation and maintenance of pumpout and dump stations to improve water quality; surveying existing pumpout and dump stations; and implementing education programs to increase public awareness of the use and availability of pumpout and dump stations to receive sewage waste from marine recreational vessels; and

WHEREAS, the New York State Department of Environmental Conservation ("DEC") is an executive department of the State of New York with jurisdiction over the environmental policy, law and regulations of this State, pursuant to, among other things, Environmental Conservation Law ("ECL") Section 3-0301; and

WHEREAS, pursuant to Section 1285(5) of the Public Authorities Law, the Corporation is empowered to provide certain assistance to municipalities, persons and state agencies, including, among other things, advice on matters relating to the identification, collection, handling, separation and disposal of waste, and on matters relating to the prevention and control of air emissions and water discharges subject to regulation pursuant to the ECL; and

WHEREAS, the Recipient has submitted a Clean Vessel Assistance Program ("Program" or "CVAP") Letter of Intent (the "LOI") to the Corporation seeking financial assistance for reimbursement of costs incurred by Recipient for the operation and maintenance ("O&M") of the project(s) listed in the LOI;



NOW, THEREFORE, in consideration of the promises and assurances in this Agreement, the Corporation and the Recipient agree as follows:

1. The Recipient previously submitted the LOI to the Corporation for grant assistance under the Program, for costs associated with the O&M of the project(s) as described in the LOI.
2. The representations set forth in the LOI are true and correct as of the date hereof, and Recipient has complied with, performed and will continue to comply with and perform all of the covenants and promises therein.
3. There have been no material changes in the information concerning the project(s) since submission of the LOI.
4. No litigation of any nature is now pending or threatened, to restrain or enjoin, or in any manner question or affect, directly or indirectly Recipient's ability or authority to carry out all responsibilities or receive reimbursement under this Agreement.
5. The Recipient is not the subject of any pending, threatened or existing action, whether under any bankruptcy, reorganization or insolvency law or any other proceeding, nor any undischarged or unpaid judgment, lien or claim, nor in default under any loan or mortgage agreement, nor delinquent on the payment of any federal, state, or local tax, or sales or compensating use tax, which has not been previously disclosed to the Corporation. The Recipient agrees to immediately notify the Corporation in writing of any change in the above circumstances.
6. The project(s) is and will remain accessible to all recreational marine vessels during normal operating hours. If the project(s) is not operational for any reason, the Recipient will notify the Corporation within 45 days.
7. Reimbursement for O&M costs shall be paid by the Corporation in reliance upon the representations and certifications set forth in this Agreement and the Request for Reimbursement Form, which shall be used by Recipient to request reimbursement under the Agreement.
8. The not to exceed grant amount is the lesser of \$5,000 or 75% of the total O&M costs for the annual funding period for pumpout boats and \$2,000 for all other pumpout/dump stations. Reimbursement under this Agreement will be based on documented O&M costs incurred for the project(s) during the annual funding period.
9. The Corporation and the Recipient acknowledge that grant awards are limited to the amount of available funding for the Program, and that the amount actually received may be less than the maximum eligible amount.



10. O&M costs for which reimbursement is requested herein are reasonable, necessary, and allocable to the project(s) funded by the Agreement.

11. Federal funding received under this Agreement or from any other federal source, is limited to 75% of the total O&M costs for the annual funding period. There is a 25% match required from the Recipient, from state, local or other non-federal sources, which amount and sources will be reflected on the Request for Reimbursement Form submitted to the Corporation.

12. a. Any expenditure which will be reimbursed by any other municipal, state or federal sources shall not be eligible for reimbursement under this Agreement.

b. Recipient will not seek or accept reimbursement from any other municipal, state or federal sources for any expenditures previously reimbursed, or to be reimbursed, under this Agreement.

c. If the Recipient has or will receive funding from any other municipal, state or federal sources for costs reimbursed under this Agreement, Recipient will repay to the Corporation all such funding to the full extent of any such reimbursement.

d. The Recipient shall not, under any circumstances, be entitled to receive state, federal or other governmental assistance in excess of 100% of the costs of the operation and maintenance of the facility.

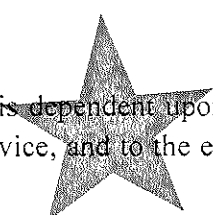
13. The making of any reimbursement request under this Agreement as reflected on the Request for Reimbursement Form has been duly authorized by the Recipient, and no change in circumstances has occurred, or will occur upon the making of the reimbursement payment herein requested, which would constitute a default or breach of the Agreement.

14. The project(s), including O&M thereof, is in compliance with state and federal regulations and Program guidelines.

15. The Recipient has obtained all licenses, permits or other approvals required as of the date hereof to undertake the O&M, including, but not limited to, any and all DEC approvals or permits.

16. If the project(s) is conveyed or transferred to a third party, the Agreement shall be incorporated in the sales contract, and the Recipient and purchaser, with the consent of the Corporation, shall execute an assignment and assumption agreement of the terms and conditions set forth in the Agreement.

17. Recipient acknowledges that continuation of the Program is dependent upon the availability of CVA funding from the United States Fish and Wildlife Service, and to the extent



that funds are not available, the Corporation shall not be obligated to release funds under the Agreement.

RECIPIENT

By: _____
Gregory W. Carman
Deputy Supervisor

Date: _____


**NEW YORK STATE ENVIRONMENTAL
FACILITIES CORPORATION**

By: _____
Sabrina M. Ty
President and CEO

Date: _____

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

On this day of , 2017, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that _____ is the individual described in and which executed the foregoing instrument, and duly acknowledged to me that _____ signed the same.



Notary Public

WHEREAS, by Resolution 373-2015, adopted June 23, 2015, the Town Board authorized the Town Supervisor to execute a Multi-Jurisdictional Chief Elected Officials Agreement with the Town of North Hempstead and the City of Glen Cove, establishing the role of the Supervisor as a "Chief Elected Official" under the federal Workforce Innovation and Opportunity Act ("WIOA"), which is the authorizing legislation for federally funded workforce programs; and

WHEREAS, a fundamental requirement under WIOA is the execution of Local Workforce Delivery Area Service Delivery Memoranda of Understanding with the Town's Workforce Delivery partners; and

WHEREAS, Frank V. Sammartano, Commissioner of the Department of Intergovernmental Affairs, by memorandum dated September 25, 2017, recommended that the Town Board authorize the Supervisor to execute the "Oyster Bay – North Hempstead – Glen Cove Local Workforce Development Area Service Delivery Memorandum of Understanding" which summarizes the roles and responsibilities of each partner in the New York State Career Center System ("the System"), and which memorializes the manner in which the partners will work collaboratively to satisfy federal regulations for the System; and

WHEREAS, it is the sense of the Town Board that participation in programs under the WIOA are beneficial to residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the aforesaid recommendation of Commissioner Sammartano is approved and accepted, and the Town Board authorizes and directs the Supervisor or his designee to execute the "Oyster Bay – North Hempstead – Glen Cove Local Workforce Development Area Service Delivery Memorandum of Understanding".

#

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 (2)
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

28

674

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: SEPTEMBER 25, 2017

SUBJECT: OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE
MEMORANDUM OF UNDERSTANDING UNDER WIOA

Town Board Resolution No. 373-2015, dated June 23, 2015 (attached) authorized the Supervisor to execute a Multi-Jurisdictional Agreement with the Town of North Hempstead and the City of Glen Cove, which provides that the Workforce Innovation and Opportunity Act (WIOA) is authorizing legislation for federally funded workforce programs, and establishes the role of the Supervisor of the Town of Oyster Bay as the Chief Elected Official. A key requirement under WIOA is the execution of a Local Workforce Delivery Area Service Delivery Memorandum of Understanding with workforce development partners. The attached Oyster Bay-North Hempstead-Glen Cove Local Workforce Area Service Delivery Memorandum of Understanding (MOU) has been developed in accordance with the MOU requirements set forth in 20 CFR 678.500, 20 CFR 678.501(b), and the Employment and Training Administration Guidance letter 17-16, issued by the United States Department of Labor on January 18, 2017.

Therefore, it is respectfully requested that the Town Board authorize the Supervisor to execute said MOU.


Frank V Sammartano, Commissioner
Intergovernmental Affairs

cc: Town Attorney w/ 7 copies
Attachments (2)



RECEIVED
SEP 27 2017
TOWN OF OYSTER BAY
INTERGOVERNMENTAL AFFAIRS

Reviewed By
Office of Town Attorney
Venditto

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Gail Parainfo, Division of Employment and Training, Department of Intergovernmental Affairs, by memorandum dated May 21, 2015, have requested that Resolution No. 201-2015, adopted on April 14, 2015, be amended to provide that the Supervisor be authorized to sign a Multi-Jurisdictional Chief Elected Officials Agreement, with the Town of North Hempstead and the City of Glen Cove, which provides that the Workforce Innovation and Opportunity Act is authorizing legislation for federally funded workforce programs, and establishes the role of the Supervisor of the Town of Oyster Bay as the Chief Elected Official,

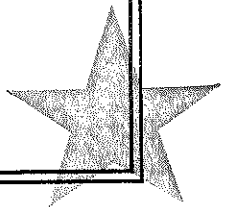
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Resolution No. 201-2015 is hereby amended to provide that the Supervisor is hereby authorized to sign a Multi-Jurisdictional Chief Elected Officials Agreement with the Town of North Hempstead and the City of Glen Cove, which provides that the Workforce Innovation and Opportunity Act is authorizing legislation for federally funded workforce programs, and establishes the role of the Supervisor of the Town of Oyster Bay as the Chief Elected Official .

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

**Oyster Bay-North Hempstead-Glen Cove
Local Workforce Development Area
Service Delivery Memorandum of Understanding**



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Oyster Bay-North Hempstead Glen Cove Workforce Development Area

A. Intent of the Service Delivery MOU

This MOU is meant solely to capture each partner’s (as listed below) roles and responsibilities in the New York State (NYS) Career Center System (“System”). The partners executing this MOU acknowledge and agree that this document is not a contract, and the MOU does not create, or otherwise give rise to, any contractual rights or obligations between the partners and their representatives. Each partner’s responsibilities, which are generally summarized in this MOU, may only be legally enforced in the event the relevant partners execute a separate joint use or collaboration agreement. The MOU memorializes, in writing, the way the partners will work collaboratively together to satisfy the federal regulations for the System and is not designed to be contractual terms and conditions that would be enforced by court order.

This MOU does not replace or supersede any prior agreements entered into by any partner described in the MOU, including but not limited to separate agreements partners have executed.

This MOU was developed and executed in accordance with the MOU requirements set forth in 20 CFR 678.500, 20 CFR § 678.510(b) and Training and Employment Guidance Letter 17-16 (issued by the United State Department of Labor, Employment and Training Administration on January 18, 2017). An additional Infrastructure Funding and Shared Services MOU covering the sharing of costs for infrastructure and shared services is intended to be executed by the parties, on or before December 31, 2017 and for the purpose of complying with 20 CFR 678.500(b)(2).

B. Parties to the Service Delivery MOU

Table 1: Partner Program Contact Information

The Oyster Bay-North Hempstead-Glen Cove Workforce Development Board, the CEO and the following other partners are the parties to this MOU:

Partner Entity or Program Name	Point(s) of Contact (Name, title, address, email, phone)
<ul style="list-style-type: none">Local Workforce Development Board (LWDB)	Steven Delligatti, Director Workforce Development Board 977 Hicksville Road Massapequa, New York 11758 Phone: (516) 797-7918 SDelligatti@oysterbay-ny.gov

Partner Entity or Program Name	Point(s) of Contact (Name, title, address, email, phone)
<ul style="list-style-type: none"> Chief Elected Official (CEO) 	Signatory Joseph S. Saladino, Supervisor Town of Oyster Bay 54 Audrey Ave. Oyster Bay, New York 11771 Phone: (516) 624-6350 jsaladino@oysterbay-ny.gov
<ul style="list-style-type: none"> Adult, Dislocated Worker (DW), and Youth under Title I of WIOA 	Signatory and Negotiator – Steven Delligatti, Director Workforce Development Board 977 Hicksville Road Massapequa, New York 11758 Phone: (516) 797-7918 SDelligatti@oysterbay-ny.gov
<ul style="list-style-type: none"> Adult Education and Family Literacy Act programs under Title II of WIOA (Adult Ed.) 	Signatory – Elizabeth R. Berlin, Executive Deputy Commissioner New York State Education Department Negotiator – Kimberly Malcolm, NYSED Regional Coordinator for Long Island Adult Ed. New York State Dept. of Labor 89 Washington Ave., EBA 460 Albany, New York 12234 Phone: (518) 474-8940 Kimberly.Malcolm@nysed.gov

Partner Entity or Program Name	Point(s) of Contact (Name, title, address, email, phone)
<ul style="list-style-type: none"> • New York State Department of Labor (NYSDOL) administered: <ul style="list-style-type: none"> • Wagner-Peyser program under Title III of WIOA (WP) • Trade Adjustment Assistance (TAA) under Title II of Trade Act • Jobs for Veterans State Grants (Vets) under Title 38, U.S.C. • State Unemployment Insurance (UI) programs 	<p>Signatory – Mario Musolino, Executive Deputy Commissioner New York State Dept. of Labor</p> <p>Negotiator – May-Whei Lin NYSDOL Career Center Manager Hicksville Career Center 301 West Old Country Road Hicksville, New York 11801 Phone: (516) 934-8504 Email: May-Whei.Lin@labor.ny.gov</p>
<ul style="list-style-type: none"> • Vocational Rehabilitation—Adult Career & Continuing Education Services (ACCES-VR) under Title IV of WIOA 	<p>Signatory – Elizabeth R. Berlin, Executive Deputy Commissioner New York State Education Department</p> <p>Negotiator – Veronica Rose-Craig, Regional Coordinator New York State Education Department ACCES-VR 711 Stewart Avenue, Suite 4 Garden City, New York 11530 Phone: (516) 227-6801 Email Veronica.Rose-Craig@nysed.gov</p>
<ul style="list-style-type: none"> • Office for Children and Family Services/New York State Commission for the Blind (OCFS/NYSCB) – Vocational Rehabilitation Program under Title IV of WIOA 	<p>Signatory – Derek Holtzclaw, Associate Commissioner For Financial Management</p> <p>Negotiator - Paola Nappo-Ficarra, District Mgr. 50 Clinton Street, Suite 210 Hempstead, New York 11550 Phone: (516) 564-4322 Email: Paola.Nappo-Ficarra@ocfs.ny.gov</p>

Partner Entity or Program Name	Point(s) of Contact (Name, title, address, email, phone)
<ul style="list-style-type: none"> Senior Community Service Employment Programs (SCSEP)—National Grantees under Title V of Older Americans Act 	<p>Negotiator (non-responsive) - Priscilla Edwards National Urban League 120 Wall Street New York, New York 10005 Phone: (212) 558-5350 Email: pedwards@nul.org</p>
<ul style="list-style-type: none"> Career and Technical Education programs at the postsecondary level (CTE) under Perkins Career and Technical Education Act 	<p>Signatory – Elizabeth R. Berlin, Executive Deputy Commissioner New York State Education Department</p> <p>Negotiator – Jeff Moretti, Assistant New York State Education Department 89 Washington Avenue, EBA 971 Albany, New York 12234 Phone 518-474-3719 Jeffrey.Moretti@nysed.gov</p>
<ul style="list-style-type: none"> Community Services Block Grants (CSBG) employment & training 	<p>Iris Johnson, Chief Exec. Officer Equal Opportunity Commission of Nassau County, Inc.</p> <p>Negotiator – Mario Martinez, Exec. Director Port Washington Community Action Council, Inc. Economic Opportunity Commission 382 Main Street Port Washington, NY 11050 Phone: (516) 883-3201 Email: gomarilli@aol.com</p>

Partner Entity or Program Name	Point(s) of Contact (Name, title, address, email, phone)
<ul style="list-style-type: none"> Temporary Assistance for Needy Families (TANF) employment & training under part A of Title IV of Social Security Act 	Signatory and Negotiator – John Imhof, Commissioner Nassau County Dept. of Social Services 60 Charles Lindbergh Boulevard, Suite160 Uniondale, New York 11553 Phone: (516) 227-7403 Email: john.imhof@hhsnassaucountyny.us
<ul style="list-style-type: none"> Job Corps under Title I of WIOA 	Not Applicable
<ul style="list-style-type: none"> YouthBuild under Title I of WIOA 	Not Applicable
<ul style="list-style-type: none"> Indian and Native American Programs (INAP) under WIOA Title I 	Not Applicable
<ul style="list-style-type: none"> Migrant and Seasonal Farmworker Programs (MSFW) under Title I of WIOA 	Not Applicable
<ul style="list-style-type: none"> Housing and Urban Development (HUD) employment & training 	Not Applicable
<ul style="list-style-type: none"> Re-entry Employment Opportunities (REO) programs under Second Chance Act 	Not Applicable

C. System Design and Services

1. Service Provision Locations/Resources

Table 2: Service Provision Locations

Type of Location (Comprehensive/Affiliate/ Specialized /Eligible Partner Program Site/ Self-Service Resource)	Location or Self-Services Resource Name	Location Contact (Address, web address, phone)
1. Comprehensive Center	Hicksville Career Center	May-Whei Lin Hicksville Career Center 303 West Old Country Rd. Hicksville, NY 11801 www.labor.ny.gov Phone (516) 934-8532
2. Comprehensive Center	Massapequa Career Center	Linda Scalera Massapequa Career Center 977 Hicksville Road Massapequa NY 11758 www.TheWP.org Phone (516) 797-4560
3. Self-Service Resource	JobZone	www.jobzone.nv.gov

Type of Location (Comprehensive/Affiliate/ Specialized /Eligible Partner Program Site/ Self-Service Resource)	Location or Self-Services Resource Name	Location Contact (Address, web address, phone)
4. Self-Service Resource	CareerZone	www.careerzone.ny.gov

2. Common Identifier for Branding

Partners will use/incorporate the nation’s designated branding, “American Job Center network” or “A Proud Partner of the American Job Center network” on branded electronic resources and any newly printed, purchased or created materials.

3. Applicable Career Services Coordination and Delivery

Table 3: Applicable Career Service



Required Programs	Adult	DW	Youth	Adult Ed	WP	ACCES-VR	OCFS/NYSCB	SCSEP	TAA	UI	Vets E&T	CTE	INAP	MSEW	CSBG E&T	HUD E&T	2nd Chance	Job Corps	Youth Build	TANF E&T
Basic Career Services																				
Eligibility for Title I services	x	x	x		x				x		x									
Outreach, intake, system orientation	x	x	x	x	x	x	x	x	x		x	x			x					x
Initial assessment	x	x	x	x	x	x	x	x	x		x	x			x					x
Labor exchange services	x	x	x		x			x	x		x				x					x
Referrals to programs	x	x	x	x	x	x	x	x	x		x	x			x					x
Labor market information	x	x	x		x	x	x	x	x		x									
Performance on local workforce system	x	x	x		x															
Performance & program cost of Eligible Providers	x	x							x		x									
Referrals to supportive services	x	x	x	x	x	x	x	x	x		x	x			x					x
UI information and assistance	x	x	x		x				x		x									
Financial aid information	x	x	x	x	x	x	x		x		x	x			x					
Individualized and Follow-Up Career Services																				
Comprehensive assessment	x	x	x	x	x	x	x	x	x		x	x								x
Individual employment plan	x	x	x		x	x	x	x	x		x									x
Career planning & counseling	x	x	x	x	x	x	x	x	x		x	x			x					x
Short-term pre-vocational services	x	x	x			x	x				x	x			x					x
Internships and work experiences	x	x	x			x	x	x	x			x			x					x
Out of area job search and relocation assistance	x	x	x		x	x	x		x											
Financial literacy services	x	x	x	x		x	x								x					x
English language acquisition and integrated education	x	x	x	x					x			x			x					
Workforce preparation	x	x	x	x					x			x			x					x
Follow-up services	x	x	x	x				x			x									x

Applicable Career Services listed in Table 3 are provided in the local area through one-on-one appointments, group orientations, and self-service resources and are defined below. In the following definitions, "customer" is equivalent to participant, consumer, client, student, or recipient, as used by the various partners. Where appropriate, partners who provide the same Applicable Career Services agree to deliver those services in a coordinated manner with appropriate points of contact, meaningful referrals, and in conjunction with the role of the One-stop System Operator.

Basic Career Services

(20 CFR §678.430(a) and §678.435)

- **Eligibility for Title I Services** – Determination of whether a customer is eligible to receive services from the Adult, Dislocated Worker, or Youth programs.
- **Outreach, Intake, and System Orientation** – Outreach is intended to promote awareness of the availability of the System services to/for individuals and businesses that may need these services. Intake and System orientation is the process of gathering basic information to determine the program(s) appropriate for the customer, and providing the customer with information on the services available to determine if he/she is interested in pursuing those services.
- **Initial Assessment** – The collection and assessment of information on a customer's skill levels, including literacy, numeracy, and English language proficiency; work history; employment barriers; employment goal(s) and occupational knowledge; supportive service needs; and whether referrals to other programs are appropriate or necessary.
- **Labor Exchange Services** – Providing job search and placement services to the customer, including but not limited to, information on in-demand industry sectors and occupations and non-traditional employment, when appropriate; development of a work search plan; placement in workshops; posting jobs on the state job bank; providing job matching and referrals; and advising how to maintain a record of job search.

In some instances, programs may require their customers to maintain and submit a log detailing the amount of time spent on job search activities including identifying, applying, and interviewing for potential jobs, and time spent preparing and sending follow-up material to businesses.

Labor exchange services also include appropriate recruitment and other business services, which may include, but are not limited to, customized screening and referral of qualified customers in training services to businesses; customized services to businesses, business associations, or other such organizations, on employment-related issues; customized recruitment events for businesses and targeted job fairs; human resource consultation services which may include writing/reviewing job descriptions and employee handbooks, developing performance evaluations and personnel policies, creating orientation sessions for new employees, honing job interview techniques for efficiency and compliance, analyzing employee turnover, creating job accommodations and using assistive technologies, and explaining labor law to help businesses comply; and customized labor market information for specific businesses, sectors, industries, or clusters.

- **Referrals to Programs** – Referrals and coordination of activities with other appropriate programs and services that meet specific customer needs, assist them in overcoming barriers to employment, and provide services to gain/retain employment. These other programs and services may include, but are not limited to, employment and training services; treatment for

alcohol, substance abuse or mental health issues; Unemployment Insurance benefits; Workers' Compensation; NYS Disability Insurance; and vocational rehabilitation services.

- **Labor Market Information** – Staff provides workforce and labor market employment statistics to assist job seeking customers in the development of employment goal(s) and businesses in the development and implementation of sector partnerships and career pathways. The employment statistics include local, regional, and national labor market conditions; career counseling and career exploration services; characteristics of industries, occupations, and the workforce area; business-identified skill needs; short and long-term industry and occupational growth and salary projections; worker supply and demand; and high-growth and high-demand industries.

- **Performance on the Local Workforce System** – The provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's NYS Career Center System.

- **Performance and Program Cost of Eligible Providers** – The provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of provider.

- **Referrals to Supportive Services** – Staff provides customers with referrals to supportive services that enable the customer to participate in authorized WIOA activities. Based on various partners' programmatic rules and regulations, these supportive services may include, but are not limited to, transportation; child care; dependent care; housing; needs related payments; interpreter services; reasonable accommodation for youth with disabilities; legal aid services; assistance with uniforms or other appropriate work attire; assistance with books, fees, and school supplies; payments and fees for employment and training related applications, tests, and certifications; and tools or instruments. Depending on the program, when appropriate, information may also be provided to customers on how to continue these supportive services after program services are completed.

- **Unemployment Insurance (UI) Information and Assistance** – Career Center and UI staff provides information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation. Meaningful assistance means providing assistance on-site using staff that is well trained in UI compensation claims filing and the rights and responsibilities of claimants or providing assistance by phone or via other technology as long as the assistance is provided by trained and available staff within a reasonable time.

- **Financial Aid Assistance** – Providing assistance in establishing eligibility, accessing, and applying for programs of financial aid for training and education programs not provided under WIOA.

Individualized Career Services

(20 CFR §678.430(b))

- **Comprehensive Assessment** – Staff conducts a specialized assessment of a job seeker's barriers to employment, occupational and employment goal(s), educational and skill levels, and personal circumstance to determine his/her service needs. This may include diagnostic testing and use of other assessment tools, and in-depth interviewing and evaluation. Under WIOA Title I, the comprehensive assessment is used to develop the Individual Employment Plan (IEP), while under Title IV, it is used to develop the Individualized Plan for Employment (IPE).

• **Individual Employment Plan (IEP)/Individualized Plan for Employment (IPE)** – The IEP/IPE identifies the appropriate employment goal(s) chosen by the customer. The initial and comprehensive assessment is used to develop the IEP/IPE in consultation with the customer. The plan outlines the necessary services to be provided to achieve the planned goals; steps and timelines for achieving the goals; and the terms, conditions, and responsibilities associated with the plan. The IEP for Title I Adult/DW/Youth programs also includes information about eligible training providers, when applicable. The IPE for Title IV Vocational Rehabilitation Programs must also include those specific rehabilitation services needed to achieve the employment outcome, including assistive technology devices and services, when applicable.

• **Career Planning and Counseling** – One-on-one or intensive career planning and counseling with a professional counselor uses initial and comprehensive assessments and the IEP/IPE, and aims at enhancing job seeking and retention skills and career advancement of customers by:

- i. Helping the customer analyze and understand career information, and gain a better understanding of his/herself using career information gained through assessment tools and counseling strategies to more realistically choose or change short and long-term occupational goals; and
- ii. Preparing service strategies to assist in the achievement of occupational goal(s) and to ensure customers have access to necessary workforce activities and supportive services, which may include, but are not limited to, drug and alcohol abuse counseling, mental health counseling, and referrals to partner programs appropriate to the needs of the customer.

Counseling may also include notification of available training in entrepreneurial skills which may include, but is not limited to, taking initiative; creatively seeking out and identifying business opportunities; developing budgets and forecasting resource needs; understanding options for acquiring capital; and communicating effectively to market oneself and ideas.

• **Short-term Pre-Vocational Services** – Development of skills customers need to live independently and enter the workforce fully prepared to engage in employment. These services may include academic education and job readiness trainings for development of work readiness skills, including but not limited to, learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, higher-order reasoning, problem-solving skills, work attitudes, and professional conduct.

• **Internships and Work Experience** – Based on partners' programmatic rules and regulations, the work experience is a planned, structured learning experience, in most cases linked to a career, that takes place in a private for-profit, non-profit or public sector workplace. For most partner programs, work experiences may be in the form of internships, work-study, externship, on-the-job training, apprenticeship, summer employment for youth, and/or other work placement opportunities. The purpose of a work experience is to provide the customer with an understanding of the work environment and job responsibilities, specific work skills, and experience on how the customer performs in the work setting. WIOA Title I Youth work experiences also include an academic and occupational education component. Partners follow all applicable work experience requirements for their respective program's State and Federal rules and regulations.

• **Out of Area Job Search and Relocation Assistance** – Staff provides information on labor exchange activities in other local areas, regions, or states and whether businesses the customer

may be interested in offer assistance with relocation. Allowable relocation expenses may be paid to eligible customers by the appropriate program.

- **Financial Literacy Services** – Educate and support customers to gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality relevant learning strategies. The learning, where possible, may include, but is not limited to, creating a budget; initiating checking and/or savings accounts at banks; learning how to effectively manage spending, credit, and debt; learning how to protect against identity theft; and benefits advisement. These services may also include opportunities to put financial literacy lessons into practice, based on the needs of the customer.

- **English Language Acquisition and Integrated Education** – Adult Education staff provides an integrated program of services that incorporates English literacy and civics education concurrently and contextually with workforce preparation and training for a specific occupation/sector for the purpose of educational and career advancement of customers. These services allow customers to attain economic self-sufficiency and are designed for partnerships among adult education programs and postsecondary educational institutions, training providers, and/or businesses. Other partners provide direct linkages and information on how to locate and enroll in English as a Second Language (ESL) or English for Speakers of Other Languages (ESOL) classes.

- **Workforce Preparation** – Activities to help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training, or employment and other employability skills that increase an individual's preparation for the workforce. For Adult Education these activities are incorporated into all literacy instruction.

Follow-Up Services

(20 CFR §678.430(c))

Depending upon the individual partner's programmatic rules and regulations, follow-up services may include counseling regarding the workplace for customers in adult or dislocated worker programs, who are placed in unsubsidized employment, for up to 12 months after the first day of employment. For youth programs, the follow-up services include critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or postsecondary education and training. These services may include regular contact with a youth's business and education provider, including assistance in addressing work-related or education-related problems that arise.

4. Referral of System Customers

Partners agree to:

- Participate in a customer focused referral system that seamlessly accesses resources from involved partners to increase quality outcomes. Partners agree to communicate regarding the status of interagency referrals.
- Offer customers information on how to apply for a partner's services and/or arrange an appointment for the customer.

- Continually develop agreed-upon standards and protocols for making quality referrals between program partners.
- Identify a partner referral liaison for each System partner.
- Provide ongoing training to all partner frontline staff in partner services and eligibility.
- Consistently strategize to improve referrals toward a standard of real-time referrals to all applicable local program partners.

5. Confidentiality

Partners agree to the requirements of their individual program in making customer information available to a partner program. Customer information, for the purpose of making a referral to a partner program, will only be shared in accordance with each partner's respective confidentiality requirements. Information will be shared within a reasonable timeframe.

Information may only be shared by the Vocational Rehabilitation partners with a signed written release from the customer. The time limited release form will specify the information that can be released and to whom the information can be released.

Personally identifiable information obtained from customers of specific programs during outreach, intake, system orientation, initial assessment, referral to partner programs, referral to supportive services, or otherwise is confidential and will not be released, disclosed or re-disclosed without obtaining the proper program specific release. Programs for which program specific releases may be required to ensure customer confidentiality include but are not limited to TANF, NYSDOL programs, and Vocational Rehabilitation programs.

6. System Access

Partners will serve the needs of all workers, especially youth and individuals with barriers to employment, through the System.

In a Comprehensive Career Center, at a minimum, staff will provide direct connection within a reasonable time (by phone or real-time web-based technology) to program staff that can provide program information to the customer.

In compliance with the Americans with Disabilities Act and section 188 of WIOA, partners will provide individuals with disabilities with physical and programmatic accessibility to facilities, programs, services, technology and materials, including appropriate staff training and support.

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Partners commit to periodically reassess program accessibility and adjust strategies to improve access as needed.

The partners recognize that NYS Human Rights Law prohibits discrimination or harassment against any employee, applicant for employment or customer due to age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status of any individual.

The partners understand that the NYS Human Rights Law affords protections from employment discrimination for persons with prior conviction records, or prior arrests, youthful offender adjudications, or sealed records.

D. Applicable Career Services System Operating Budget

Table 4: Applicable Career Services System Operating Budget

Partner Entity Name (as applicable to the LWDA)	Average Annual Budget to Support the System
1. Adult/DW/Youth	\$1,881,416.10
2. Adult Ed.	\$503,753.00
3. NSYDOL administered programs (WP, TAA, Vets, UI)	\$2,365,625.00
4. ACCES-VR	\$3,053,980.00
5. OCFS/NYSCB	\$758,103.80
6. SCSEP—National Grantee	N/A (partner non-responsive)
7. CTE, postsecondary level	\$703,952.00
8. CSBG employment & training	N/A
9. TANF employment & training	\$737,069.00
10. INAP	N/A
11. SCSEP-SOFA	N/A
12. HUD employment & training	N/A
13. Second Chance Act program	N/A
14. JobCorps	N/A
15. YouthBuild	N/A
16. MSFW	N/A
Total	\$10,003,898.90

E. General Provisions and Assurances for the Service Delivery MOU

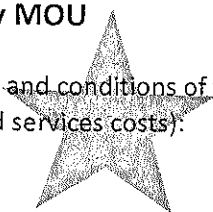
The Service Delivery MOU is a product of local discussion and negotiation. This MOU shall be in effect from July 1, 2017 and shall remain in effect until all partners to this MOU agree to modify it, as necessary, with written mutual consent. This MOU will be reviewed and re-implemented not less than once every 3 years from the effective date to ensure appropriate funding and delivery of services, and every 3 years thereafter. In the event that it becomes necessary for one or more partners to cease being a part of this MOU, the partner(s) shall notify the other partners, in writing, 30 days in advance of that intention.

In the event of changes in State and/or Federal law, which necessitate changes to this MOU, the MOU shall be automatically amended to comply with the current law while still furthering the intent of the MOU. The partners will collaborate to amend the MOU to comply with the State and/or Federal requirements.

This MOU may be executed in counterparts, which together shall constitute an original MOU. This MOU shall not be deemed valid until executed by all partners.

F. Signatures for the Service Delivery MOU

The following parties acknowledge the terms and conditions of this Service Delivery MOU (this does not include the infrastructure funding and shared services costs).




	Party to MOU	Signature	Signatory Name & Title	Date
1	LWDB		Harold Mayer, Chairman, Workforce Development Board	

	Party to MOU	Signature	Signatory Name & Title	Date
2.	CEO		Joseph S. Saladino, Supervisor Town of Oyster Bay	

	Party to MOU	Signature	Signatory Name & Title	Date
3.	Adult/DW/Youth		Steven Delligatti, Director, Workforce Development Board	

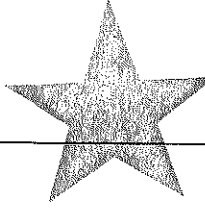


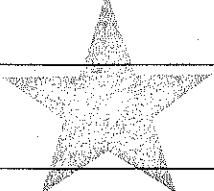
	Party to MOU	Signature	Signatory Name & Title	Date
4.	Adult Ed.		Elizabeth R. Berlin, Executive Deputy Commissioner, NYSED	

	Party to MOU	Signature	Signatory Name & Title	Date
5.	NYSDOL administered programs (WP, TAA, Vets, UI)		Mario Musolino, Exec. Deputy Director, NYSDOL	9/5/2017

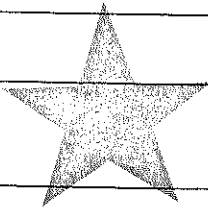
	Party to MOU	Signature	Signatory Name & Title	Date
6.	ACCES-VR		Elizabeth R. Berlin, Executive Deputy Commissioner, NYSED	

	Party to MOU	Signature	Signatory Name & Title	Date
7.	OCFS/NYSCB		Derek Holtzclaw, Associate Commissioner for Financial Management, NYSCB	

	Party to MOU	Signature	Signatory Name & Title	Date
8.	SCSEP-National Grantee		Priscilla Edwards, Director, National Urban League	

	Party to MOU	Signature	Signatory Name & Title	Date
9.	CTE, postsecondary level		Elizabeth R. Berlin, Executive Deputy Commissioner, NYSED	

	Party to MOU	Signature	Signatory Name & Title	Date
10.	CSBG employment & training		Iris Johnson, CEO, EOC of Nassau County	

	Party to MOU	Signature	Signatory Name & Title	Date
11.	TANF employment & training		John Imhof, Commissioner, Nassau County Department of Social Services	

WHEREAS, Frank Sammartano, Commissioner of the Department of Intergovernmental Affairs, by memorandum dated September 27, 2017, has advised the Town Board that the Department of Intergovernmental Affairs issued a Request for Proposals ("RFP") in connection with the procurement for the delivery of youth employment and training services for out-of-school youth aged 16-24 for the period October 1, 2017 through September 30, 2019; and

WHEREAS, said RFP was distributed and advertised in a newspaper of general circulation; and

WHEREAS, Commissioner Sammartano, by the aforementioned memorandum, has advised that the Department of Intergovernmental Affairs received five (5) responses, which were evaluated according to the criteria set forth in the Town's Procurement Policy and in accordance with review criteria established by the Town and Workforce Innovation and Opportunity Act. The review was conducted first by a Youth Proposal Review Committee and subsequently by the full Workforce Development Board. The proposal from the Board of Cooperative Educational Services of Nassau County ("BOCES") achieved the highest score and is recommended *nunc pro tunc* for funding for the period October 1, 2017 through September 30, 2017; and

WHEREAS, this is an eligible expense of \$150,000.00 under the federal Town and Workforce Innovation and Opportunity Act and is at no cost to the Town of Oyster Bay. Funds for this purpose are available in Account IGA CD 6293 48050 000 CW 17; and

WHEREAS, Commissioner Sammartano recommended that the Town Board grant authorization for the Supervisor, or his designee, to sign the Youth Program Employment and Training Services Contract between the Town of Oyster Bay and BOCES which covers the period October 1, 2017 through September 30, 2019;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Supervisor, or his designee, is hereby authorized to execute an agreement *nunc pro tunc* with the Board of Cooperative Educational Services of Nassau County, 71 Clinton Street, Garden City, NY 11530, for the purpose of providing youth employment and training services for out-of-school youth aged 16-24 for the period October 1, 2017 through September 30, 2019, and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment for expenses incurred in connection with youth employment and training services for out-of-school youth aged 16-24 for the period October 1, 2017 through September 30, 2019, with funds to be drawn from Account IGA CD 6293 48050 000 CW 17, 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 (2)
Intergovernmental Affairs

7/15
Reviewed By
Office of Town Attorney

29

TOWN OF OYSTER BAY

675

Inter-Departmental Memo

September 27, 2017

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

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

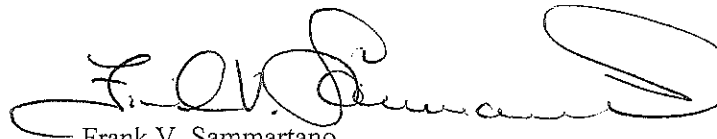
Request for Proposals were requested for the delivery of youth employment and training services for Out of School youth aged 16-24 for the period October 1, 2017 through September 30, 2019. A total of five (5) proposals were received in response to the Request for Proposals:

1. Board of Cooperative Educational Services of Nassau County
2. Career Employment Options, Inc. (CEO)
3. EAC, Inc.
4. Westbury UFSD
5. Family Residences and Essential Enterprises (FREE)

Proposals were rated in accordance with review criteria established by Town and Workforce Innovation and Opportunity Act guidelines. The review was conducted first by a Youth Proposal Review Committee, and subsequently by the full Workforce Development Board. The proposal from Board of Cooperative Educational Services of Nassau County (BOCES) achieved the highest score and is recommended for funding for the period October 1, 2017 through September 30, 2019, as listed below.

<u>Applicant</u>	<u>Grant Award</u>
Board of Cooperative Educational Services of Nassau County	\$150,000

This contract has been reviewed and approved by the Town Attorney's Office. Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor to sign the subject contract. This is an eligible WIOA expense and is of no cost to the Town. Funds for this purpose are available in account IGA CD 6293 48050 000 CW 17.


Frank V. Sammartano
Commissioner

FVS:sd
cc: Town Attorney (w/7 copies)



YOUTH PROGRAM
EMPLOYMENT AND TRAINING SERVICES CONTRACT

THIS AGREEMENT, made as of the 1st day of October 2017, by and between the TOWN OF OYSTER BAY (hereinafter referred to as "TOWN"), by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "DET") and BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY, having its principal place of business at 71 Clinton Road, Garden City, New York 11530 (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as WIOA) provides grants for Workforce Development Areas through the State of New York for the purpose of establishing programs and plans for a one-stop delivery system through which any person may explore work preparation and career development services and access a range of employment, skills development and training programs; and programs through which youth are provided with comprehensive year-round programming, and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Development Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated July 7, 2015 for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was delegated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

WHEREAS, the Town of Oyster Bay's Division of Employment and Training (DET) has been duly designated through the Multi-Jurisdictional Agreement as the entity to administer required programs under the said law, its rules and regulations, and

WHEREAS, programs providing comprehensive year-round services to eligible youth, including exposure to and preparation for post-secondary opportunities, linkages between academic and occupational learning, and connections to the local job market are appropriate activities under the aforesaid law, and

WHEREAS, the CONTRACTOR is deemed an eligible enterprise to furnish such services;

NOW, THEREFORE, in consideration of the mutual interests provided for hereby, the parties herein agree as follows:

A. Contractor's Obligations

1. CONTRACTOR shall perform all program services for eligible out-of-school youth between the ages of 16 and 24 in accordance with the approved proposal and budget; and in accordance with the Youth Program Benchmark Chart, which is attached hereto as Appendix VI and in all respects made a part hereof.
2. CONTRACTOR shall not subcontract any or all of the services herein agreed to, unless consented to in writing by TOWN.
3. CONTRACTOR shall perform all program services within the period agreed to herein; and shall furnish all the instruction and other services, materials, equipment, and supplies necessary for such program.
4. CONTRACTOR shall submit to TOWN completed out-of-school youth participant applications with verifying documents for all required data elements including date of birth, citizenship/authorization to work, address, and income eligibility and/or proof of disability if needed.
5. CONTRACTOR's staff representing new programs must attend a training session with the TOWN DET's Youth Unit staff a minimum of one time prior to the commencement of program activities.
6. CONTRACTOR shall submit to TOWN pre- and post-test scores for literacy/numeracy using the Test of Adult Basic Education (TABE); monthly case notes, including dates of attendance for all activities; work experience attendance/timesheets; pre- and post-program evaluations, and shall complete other forms as instructed by TOWN staff.
7. CONTRACTOR shall be responsible for distribution of work experience paychecks to youth participants, including the pick-up of checks from the TOWN DET's Youth Unit, and the delivery of checks to youth at Work Experience sites.

B. TOWN Obligations

1. Provide CONTRACTOR with all forms necessary to complete its reporting requirements.
2. Conduct desk reviews and on-site monitoring of CONTRACTOR's obligations to determine that expenditures have been made against the cost categories and within the cost limitations specified in WIOA and the Contract; determine whether there is compliance with other provisions of the Act and Rules and Regulations and other applicable laws and regulations; and provide technical assistance as needed.
3. Pay the salaries/wages of all participants assigned to the worksite, and maintain all earnings and tax records.

C. Authority

Pursuant to a grant awarded to TOWN by the New York State Department of Labor under WIOA, Catalog of Federal Domestic Assistance (CFDA) number 17.259.



D. Payments

1. Payment to CONTRACTOR shall be made in accordance with criteria for payment and CONTRACTOR's approved budget, which are set forth in Appendix I, which are attached hereto and in all respects made a part hereof.
2. TOWN hereby hires and retains the services of CONTRACTOR to conduct youth programs for WIOA eligible participants in accordance with the approved proposal.
3. CONTRACTOR shall submit original Town of Oyster Bay claim forms provided by TOWN as well as a Board of Cooperative Educational Services of Nassau County invoice. Claims are subject to adjustment and auditing by authorized TOWN personnel for actual costs incurred pursuant to this Agreement.

E. Claims and Closeout

1. CONTRACTOR shall be paid upon submission of duly certified claim forms approved by TOWN. TOWN will file the claims in the Office of the Comptroller of the Town of Oyster Bay. Final claims must be submitted to TOWN within ninety (90) days of the conclusion of said training program.

F. Audit and Records

1. CONTRACTOR, including its satellites if any, shall maintain full and complete books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP) and such other records as may be prescribed by TOWN. Such books and other records shall at all times be available for audit and inspection by TOWN or its duly designated representatives. All financial records shall be retained for a period of six (6) years after the expiration or termination of this contract. Such period of access and retention shall continue until any and all claims, appeals, litigations or disputes arising under this contract have been disposed of.
2. TOWN will conduct on-site monitoring and auditing visits to assure contract compliance and adherence to all applicable laws and regulations at least one (1) time during the contract period.
3. CONTRACTOR agrees to maintain the confidence of all information regarding participants or their families and will not divulge same without the prior written permission of the participant or as may be required by law.

G. Laws Applicable

1. CONTRACTOR agrees that it will comply with requirements of WIOA and the regulations and policies promulgated thereunder. If such regulations should be amended it shall then comply with them, or it will notify TOWN within thirty (30) days of receipt from TOWN of such amended or revised regulations that it cannot so conform. TOWN may, after receipt of such notices of inability to comply, terminate this contract in whole or part on ten (10) days' notice. TOWN shall be responsible to advise CONTRACTOR of any amendments or revisions of said regulations. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order under the program contemplated by this Agreement.

2. CONTRACTOR shall abide by the Federal Certifications, which are attached hereto as Appendix II and in all respects made a part hereof. CONTRACTOR affirms that it will abide by the provisions of the Certification Regarding Debarment, Suspension, Ineligibility, and voluntary Exclusion-Lower Tier Covered Transactions, the Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements, the Certification Regarding Drug Free Workplace, the Certification Regarding Nondiscrimination and Equal Opportunity Assurance, the Certification Regarding Buy American Notice Requirement, the Certification Regarding Salary and Bonus Limitations, and the Certification Regarding Veterans' Priority Provisions.

H. Nondiscrimination

As a condition to the award of financial assistance under WIOA from the Department of Labor, CONTRACTOR assures, with respect to operation of WIOA-funded program or activity and all agreements or arrangements to carry out WIOA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted permanent resident alien, refugee, asylee, parolee, or other immigrant authorized by the Attorney General to work in the United States or participation in any WIOA financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States Department of Labor has the right to seek judicial enforcement of this assurance.

I. Termination of Participant

1. CONTRACTOR's rights to discipline, suspend, or discharge participants shall be in accordance with CONTRACTOR's established rules and regulations. However, unless there is an imminent threat, no TOWN participant will be terminated until TOWN has been properly notified and given an opportunity to provide counseling services. TOWN must approve all terminations.
2. Written notice of a participant's termination shall be submitted by CONTRACTOR to TOWN within two (2) days of that termination.

J. Hold Harmless

1. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor, and shall not at anytime or for any purpose be deemed an employee of the Town of Oyster Bay and the Division of Employment and Training, and that CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit the TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, or employee of CONTRACTOR, nor any participant in this performance shall, at any time or under any circumstances be deemed to be an agent, servant or employee of the TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in

this performance, and agrees to hold the TOWN harmless from liability for payments and such services.

2. CONTRACTOR agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the TOWN, its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs, and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agents, employees, guests, patrons, or invitees whether such actions are authorized under this Agreement or not.

3. CONTRACTOR shall be obligated to defend the Town of Oyster Bay in any action brought on as a result of any claims under this contract.

K. Termination of Contract

1. Should CONTRACTOR fail to perform any of the terms, covenants, or conditions of this Agreement, including Youth Program Performance Benchmarks, in whole or part, TOWN on behalf of WIOA, shall have the right to terminate this Agreement.

2. In addition, either party upon thirty (30) days notice to the other party may terminate this agreement, in whole or part, when it deems it is in its best interest to do so. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.

L. Insurance

The CONTRACTOR shall not begin any programs until it has obtained and the TOWN has approved all insurance required under this contract. Furthermore, the CONTRACTOR shall procure and keep in force all required insurance at its own cost and expense. In addition, the CONTRACTOR shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract are no longer in attendance.

1. In accordance with the laws of the State of New York. **WORKER'S COMPENSATION INSURANCE** must cover all of the CONTRACTOR'S employees employed at the site of the program. If the TOWN approves any work to be sublet, the CONTRACTOR shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless the Worker's Compensation Insurance of the CONTRACTOR covers such employees. The CONTRACTOR, prior to the commencement of this Agreement must submit a certificate of Worker's Compensation Insurance, listing the Town of Oyster Bay as a certificate holder, and the policy of insurance and all endorsements naming the Town Of Oyster Bay as a named insured.

2. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, CONTRACTOR should obtain comprehensive general liability insurance to protect the CONTRACTOR and any subcontractor (if the subcontractor is approved to operate under this contract by the TOWN) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest, detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the CONTRACTOR or by any subcontractor or by anyone directly or indirectly

employed by either of them.

The minimum amount of such insurance must be as follows:

1. Personal Injury: \$1,000,000 each occurrence.
2. Property Damage: \$ 500,000 each occurrence.
3. Aggregate Coverage: \$2,000,000

A certificate of Comprehensive General Liability Insurance as described above, listing the "Town of Oyster Bay" as a named insured and accompanied by the policy of insurance and all endorsements from the insurance company must be submitted by CONTRACTOR to the TOWN prior to the commencement of this Agreement.

If the CONTRACTOR is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by CONTRACTOR to TOWN prior to the commencement of this contract.

M. Miscellaneous

1. In the event that the Contractor is the recipient of other federal and/or State and/or local government grants, awards or monies, it is expressly understood and agreed that the Contractor shall not bill or charge TOWN for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided by other funding sources.
2. The employment or training of participants in sectarian activities is prohibited.
3. Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form. Any budget modification shall also adhere to the provisions of Appendix VII, Policy on Budget Modifications.
4. Any discovery or invention which arises or is developed in the course of or under this contract will become the property of the Federal Government.
5. CONTRACTOR agrees to adhere to all provisions of the attached Appendices I, II, III, IV, V, VI, VII

It is further agreed to by the parties herein that this Agreement shall commence as of the 1st day of October, 2017, and terminate on the 30th day of September, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

TOWN OF OYSTER BAY

By:

Title:

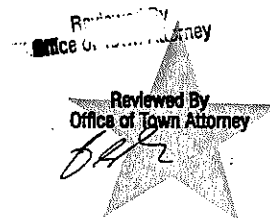
Date:

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES OF NASSAU COUNTY

By:

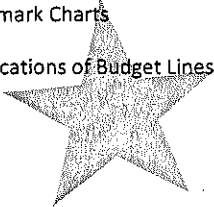
Title:

Date:



WIOA Youth Program Contract Appendices

Appendix I	Budget
Appendix II	Federal Certifications
Appendix III	Equal Opportunity is the Law
Appendix IV	Grievance Procedures
Appendix V	Responsibility Questionnaire
Appendix VI	Benchmark Charts
Appendix VII	Modifications of Budget Lines



APPENDIX I
OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE WORKFORCE DEVELOPMENT
BOARD
WORKFORCE INNOVATION AND OPPORTUNITY ACT
EMPLOYMENT AND TRAINING SERVICES FOR OUT-OF-SCHOOL YOUTH

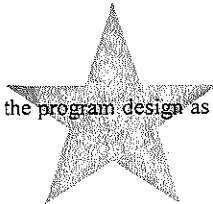
Agency: Board of Cooperative Educational Services of Nassau County
Address: 71 Clinton Road
Garden City, New York 11530

Contact: Denise Marcel
Téléphone: (516) 622-6830
Dates of Program: October 1, 2017 – September 30, 2019

Budget

PERSONAL SERVICE		
Program Coordinator	\$23,000	
Participant Recruiter	\$33,096	
Short-Term Training Instructor (STTI)	\$26,400	
STTI/Career Counselors	\$50,200	
	Total Wages	\$132,696
	Fringe Benefits	\$ 13,304
Total Personal Service		\$146,000
OTHER THAN PERSONAL SERVICE (OTPS)		
Travel (mileage and Metrocards)	\$ 2,000	
Supplies	\$ 2,000	
	Total OTPS	\$4,000
Total Budget		\$150,000

The funding will be used for expenses in connection with the program design as approved by the Workforce Development Board.



Appendix II

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A. 1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

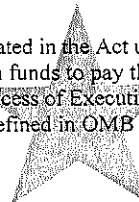
The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 505 – Buy American Requirements.

F. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-



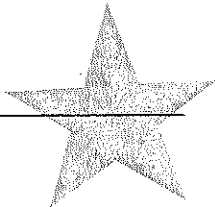
133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

G. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

Contractor Signature

Date





EQUAL OPPORTUNITY is THE LAW

It is against the law for the New York State Department of Labor (NYSDOL) as a recipient of Federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary or programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I- financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with such a program or activity.

What to Do If You Believe You Have Experienced Discrimination

If you think you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: Omoye Cooper, Director, Division of Equal Opportunity Development, New York State Department of Labor, State office Campus, Building 12, Room 540, Albany, New York 12240, usaada@labor.state.ny.us – Phone: (518) 457-1984, (TDD) 1-800-662-1220, (VOICE) 1-800-421-1220; or you may file a complaint directly with: Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, D.C. 20210; Local Workforce Investment Area, Equal Opportunity Officer: Brigid Hand, The Workforce Partnership, 977 Hicksville Road, Massapequa, New York 11758, bhand@oysterbay-ny.gov– Phone: (516) 797-4560, Fax: (516) 797-4565.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center, (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does not give you a written Notice of Final Action on your complaint, but you are dissatisfied with decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

The Workforce Partnership

PROCEDURE FOR FILING COMPLAINTS

You have the right to file a complaint regarding the implementation of any Title I financially assisted program or activity if you think you have been discriminated against. The Grievance Officer, Ms. Brigid Hand, will be available to review all complaints, assist in their processing and provide any necessary forms or technical assistance. She may be contacted at 977 Hicksville Road, Massapequa, New York 11758, Telephone (516) 797-4560, Fax (516) 797-4565, or e-mail bhand@oysterbay-ny.gov.

Procedures for Complaints

Non-Criminal and Non-Discrimination Complaints

Complaints and Grievances from Participants and other Interested Parties affected by Local Workforce Development System, including One-Stop Partners and Service Providers.

All complaints must be in writing, signed and filed within one year of the facts that gave rise to the complaint. Prior to a formal hearing, the Grievance Officer will attempt to resolve the matter informally or at a conciliation conference. If no resolution is reached, the complainant is entitled to a hearing held on written notice. Such written notice must state date, place, and time of hearing. The complainant may be present at the hearing and may present evidence. The informal resolution and the hearing will be completed within 30 days of the filing of the grievance or complaint. A written decision must be issued to the complainant within 60 days of the filing of the complaint and must include notification to the complainant of the right to request a State level review of the findings.

State level appeals must be submitted in writing to the State Hearing Officer within 10 days of receipt of the Local Area findings. In addition, if no decision is rendered at the Local Area level within the prescribed 30-day period, the complainant may, within 15 days after such decision was due, appeal for a State Review.

The information should be sent to: New York State Workforce Innovation and Opportunity Act Hearing Officer, New York State Department of Labor, State Office Building Campus, Building 12, Room 446, Albany, New York 12240. The Hearing Officer shall issue a decision within thirty days of receipt of a request for a review by a complainant.

Criminal Complaints

All information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Department of Labor, Washington, D.C. 20210. At the same time, a copy should be sent to the New York State Department of Labor, in care of the State Representative, 303 West Old Country Road, Hicksville, New York 11801.

If your complaint is not related to the Workforce Innovation and Opportunity Act of 2014, it will be referred to the appropriate agency or agencies. Complaints may also involve or entitle complainants to recourse from State or Federal agencies pursuant to applicable laws.

Please be assured that the filing of a complaint will **NOT** result in negative treatment or denial of services to the complainant.

Appendix V

Responsibility Questionnaire

Instructions – Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate¹, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
 - a. A judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☐ No
 - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☐ No
 - c. An unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?
☐ Yes ☐ No
 - d. An investigation for a civil violation for any business-related conduct by any local, state or federal agency?
☐ Yes ☐ No
 - e. A grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☐ No
 - f. A local, state or federal suspension, debarment or termination from the contracting process?

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

☐ Yes ☐ No

- g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?

☐ Yes ☐ No

- h. A local, state or federal denial of a lease or contract award for non-responsibility?

☐ Yes ☐ No

- i. An agreement to voluntary exclusion from bidding/contracting?

☐ Yes ☐ No

- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?

☐ Yes ☐ No

- k. A local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?

☐ Yes ☐ No

- l. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?

☐ Yes ☐ No

- m. A denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?

☐ Yes ☐ No

- n. A rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?

☐ Yes ☐ No

- o. A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?

☐ Yes ☐ No

- p. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?

☐ Yes ☐ No

- q. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?

☐ Yes ☐ No



r. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- federal, state or local health laws, rules or regulations
- unemployment insurance or workers' compensation coverage or claim requirements
- ERISA (Employee Requirement Income Security Act)
- federal, state or local human rights laws
- federal or state security laws
- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws?

☐ Yes ☐ No

s. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

☐ Yes ☐ No

2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

☐ Yes ☐ No

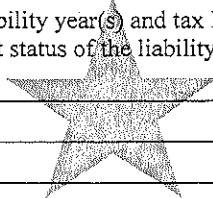
3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

☐ Yes ☐ No

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government taxes?

☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:



5. During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

If it is an affiliate, include the affiliate's name and FEIN:

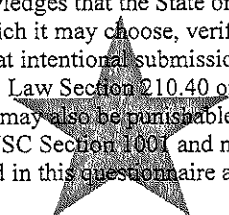
Provide the court name, address and docket number:

Indicate if the proceedings have been initiated, remain pending or have been closed:

If closed, provide the date closed: _____

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

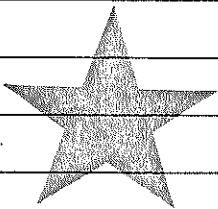


The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business	Signature of Officer
Address	Typed Copy of Signature
City, State, Zip	Title

Principal place of business if different from address listed above (include complete address):



WIOA YOUTH PROGRAM PERFORMANCE BENCHMARKS
Nassau BOCES

October 1, 2017 – September 30, 2018

Contact Person: Denise Marcel
Phone Number: (516) 622-6830

Target Group:
In-School
Out-of-School X

Benchmark Category	Oct 1 – Dec 31 '17		Jan. 1 – Mar 31 '18		April 1 – June 30 '18		July 1 – Sept 30 '18	
Participants	Plan	Actual	Plan	Actual	Plan	Actual	Plan	Actual
Carry-in participants	0		15		28		28	
New Registrants	15		13		0		0	
Total	15		28		28		28	
Activities								
Work Readiness Training	15		28		28		28	
HSE Training	0		1		1		1	
Certificate Training	15		27		27		27	
Basic Skills Training	10		15		15		15	
Subsidized Employment	5		15		20		28	
Goal Attainments								
Employment	0		4		10		25	
Post-Secondary Ed.	0		3		3		3	
HS Diploma or TASC	0		0		0		1	
Occ. Certificate	0		14		25		25	
Literacy/Numeracy (Basic Skills) Gains					12		12	
Military Service	0		0		0		0	

*Employment preparation includes activities such as work readiness training, work experience, internships, etc.
Note: Goal attainments for youth exited in the 4th Quarter are not reflected in the above.

WIOA YOUTH PROGRAM PERFORMANCE BENCHMARKS
Nassau BOCES

October 1, 2018 – September 30, 2019

Contact Person: Denise Marcel
Phone Number: (516) 622-6830

Target Group:
In-School
Out-of-School X

Benchmark Category	Oct 1– Dec 31 ‘18		Jan. 1 – Mar 31 ‘19		April 1 – June 30 ‘19		July 1 – Sept 30 ‘19	
Participants	Plan	Actual	Plan	Actual	Plan	Actual	Plan	Actual
Carry-in participants	0		15		28		28	
New Registrants	15		13		0		0	
Total	15		28		28		28	
Activities								
Work Readiness Training	15		28		28		28	
HSE Training	0		1		1		1	
Certificate Training	15		27		27		27	
Basic Skills Training	10		15		15		15	
Subsidized Employment	5		15		20		28	
Goal Attainments								
Employment	0		4		10		20	
Post-Secondary Ed.	0		3		3		3	
HS Diploma or TASC	0		0		0		0	
Occ. Certificate	0		14		25		25	
Literacy/Numeracy (Basic Skills) Gains					10		12	
Military Service	0		0		0		0	

*Employment preparation includes activities such as work readiness training, work experience, internships, etc.
Note: Goal attainments for youth exited in the 4th Quarter are not reflected in the above.

Oyster Bay-North Hempstead-Glen Cove Workforce Development Board

Policy on Sub-Recipient (CONTRACTOR) Budget Modifications

Sub-recipient Contract Budgets (Youth Programs)

The sub-recipient may at any time during the term of the Contract request a modification of budget lines. In no case may a total contract amount be increased. Requests for modifications must be in writing to the Commissioner of Intergovernmental Affairs, Frank V. Sammartano, specifying the changes sought and the reason for the changes. The Division of Employment and Training shall review the request for modification in terms of the appropriate laws, regulations, and program goals.

Substantial youth contract modifications shall be reviewed by the Youth Committee. Youth contract budget lines may be modified through a letter of agreement modification. The letter of agreement modification includes a letter that describes the modification elements requested, the modification elements approved, and a justification explaining the reasoning that supports the elements that are approved for change. The letter will include signature lines for the Commissioner of Intergovernmental Affairs and the contractor.

Meeting of October 17, 2017

Resolution No. 676-2017

Reviewed By
Office of Town Attorney

WHEREAS, pursuant to Resolution 1045-2009, adopted on December 1, 2009, the Town Board authorized James J. Stefanich, Receiver of Taxes, to purchase customized tax payment processing software from RP Solutions, Inc., 2415 North Triphammer Road, Ithaca, New York 14850; and

WHEREAS, James J. Stefanich, Receiver of Taxes, by memorandum dated September 28, 2017, has advised that the NCR iTran 180e Check Payment Processor currently in use will no longer be serviced and will be obsolete as of January 1, 2018, requiring replacement with the OPEX Falcon RED Payment Processing/Document Scanner, which must be customized for use with the existing proprietary RP Solutions, Inc. payment processing software, to properly process property tax payments; and

WHEREAS, the Receiver of Taxes has advised that if the OPEX Falcon RED Payment Processing/Document Scanner is purchased elsewhere, it would be incompatible with the Town's tax payment system; and

WHEREAS, Joseph Nocella, Town Attorney and Thomas M. Sabellico, Special Counsel, by memorandum dated September 29, 2016, determined RP Solutions, Inc. to be a sole source vendor for this procurement of the Payment Processing/Document Scanner Machine with Rapid Extraction Desk and Software package,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and James J. Stefanich, Receiver of Taxes, is authorized to task RP Solutions, Inc. to provide the OPEX Falcon Payment Processing/Document Scanner, customized interface software, and installation to allow for tax payment processing; and it is further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment for same to RP Solutions, Inc., upon presentation of a duly certified claim, after audit, as part of Project 1509ROTA-03, and that the funds for said payment are to be drawn from account number ROT-H-1997-26000-000-1509-001, in an amount not to exceed \$73,165.00.

#

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 (2)
Receiver of Taxes



TOWN OF OYSTER BAY

Office of the Receiver of Taxes

INTER-DEPARTMENTAL MEMORANDUM

TO: MEMORANDUM DOCKET

FROM: JAMES J. STEFANICH, RECEIVER OF TAXES

RE: PAYMENT PROCESSING/DOCUMENT SCANNER AND SOFTWARE

DATE: September 28, 2017

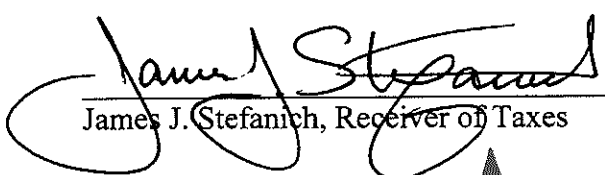
The Office of the Receiver of Taxes, with approval from the Town Attorney and Purchasing Department, conducted a request for proposal for a customized tax payment processing system. This contract was awarded to RP Solutions, Inc., 2415 North Triphammer Road, Ithaca, New York, the current licensing system maintenance service vendor (Resolution No. 1045-2009).

Our current NCR iTran 180e Check Payment Processor will no longer be serviced and will be obsolete as of January 1, 2018. In order to properly process property tax payments, this equipment must be replaced with the OPEX Falcon RED Payment Processing/Document Scanner. This unit must be customized for use with the existing proprietary RP Solutions, Inc. payment processing software (Expert RPS software). If the OPEX Falcon machine was purchased elsewhere, it would be incompatible with our tax payment system.

The Town Attorney has determined RP Solutions, Inc. to be a sole source vendor for this purchase (see attached memo).

Town Board authorization is hereby requested for James J. Stefanich, Receiver of Taxes, to task RP Solutions, Inc. to provide the OPEX Falcon Payment Processing/Document Scanner, customized interface software, and installation to allow for tax payment processing.

Funds to be utilized for this purpose have been authorized as part of Project 1509ROTA-03, Account number ROT-H-1997-26000-000-1509-001, in an amount to not exceed \$73,165.00.


James J. Stefanich, Receiver of Taxes

Attachment: Town Board Resolution No. 1045-2009
RP Solutions, Inc. Quote
Town Attorney Memo

Town Attorney (Original +7 copies)

JJS/mf

RESOLUTION NO. 1045-2009

Meeting of December 1, 2009

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

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

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

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

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

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

Solution Quote



Solution Summary	OPEX Falcon RED Demo Unit
Quote Number	20174468
Date	09/15/2017
Valid Until	10/09/2017

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

Presented To:	Deliver To:
James Stefanich Town of Oyster Bay 74 Audrey Ave Oyster Bay, NY 11771 516-624-6421 jstefanich@oysterbay-ny.gov	Town of Oyster Bay 74 Audrey Ave Oyster Bay, NY 11771

Discounted Falcon RED model - comes with full factory warranty.
 OPEX Falcon Document Scanner with integrated Rapid Extraction Desk (RED) mail opener. The Falcon scanner provides 3 output bins.
 Rear Standard Inkjet Printer.
 Please note that this quote does not include the Mixed Mail Processing license or Mixed Mail setup.

Hardware							
Qty	Part Number	Product	Description	Unit Price	Extended Price	Annual Maint.	Est. Ship
1	OPEX Falcon	OPEX Falcon Base	OPEX Falcon includes (3) outsort bins and (1) pass through bin, (2) CIS Imagers, Standard table, OPEX Standard Barcode Package, Windows 7 64 bit, RedLink, CertainScan 3.0 64 bit Host Software, CertainScan essentials.	\$38,100.00	\$38,100.00	\$6,160.00	\$250.00
1	OPEX MICR+ (Plus)	OPEX Falcon MICR	Includes MICR Reader and Image Edge	\$4,850.00	\$4,850.00	\$750.00	\$0.00
1	OPEX Falcon Rear Printer	OPEX Falcon Front or Rear Printer	OPEX Falcon Front or Rear Inkjet Printer	\$550.00	\$550.00	\$0.00	\$0.00
1	OPEX Falcon Scanlink API 3600 Full	OPEX Falcon Scanlink Software	ScanLink API allows real-time interaction with 3rd-party software applications (3600 Full)	\$1,560.00	\$1,560.00	\$350.00	\$0.00
1		OPEX Falcon ID assist Tower	OPEX Falcon Multislot ID Assist Tower	\$1,050.00	\$1,050.00	\$110.00	\$0.00
1	OPEX Model 72 Base	OPEX 72 Base	OPEX Model 72 Mail extractor Base Top Milling Cutter PCC, Front Shelf, 4 bin Organizer & Tray Holder	\$28,950.00	\$28,950.00	\$2,650.00	\$550.00
Subtotal: Hardware					\$75,060.00	\$10,020.00	\$800.00

RP Solutions Software							
Qty	Part Number	Product	Description	Unit Price	Extended Price	Annual Maint.	Est. Ship
1		OPEX AS Interface	Interface to OPEX AS7200, AS3600, AS180 and Falcon equipment, priced per machine	\$5,000.00	\$5,000.00	\$1,000.00	\$0.00

Town of Oyster Bay

Inter-Departmental Memo

TO : James J. Stefanich, Receiver of Taxes

FROM : OFFICE OF THE TOWN ATTORNEY


DATE : September 26, 2017

SUBJECT: Procurement of an Opex Falcon Scanner Mail Opener
And RP Solutions Software and Professional Services

We are in receipt of your memorandum of September 22, 2017, in connection with Procurement of Payment Processing/Document Scanner Machine with Rapid Extraction Desk and Software package.

Based upon our review of said memorandum and Solution Quote attached, we hereby agree that RP Solutions, Inc. is a sole source vendor for the Procurement of Payment Processing/Document Scanner Machine with Rapid Extraction Desk and Software package.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st
Enclosure



WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 237-1996, adopted on April 2, 1996, granted the Petition of RAY'S AUTO REPAIRS, lessee, and BBRG, INC., as agent for KAREN A. ROSMARIN TRUST, LAURI ROSMARIN-PLATTNER, PETER ROSMARIN and KAREN A. ROSMARIN, fee owners, (the "applicants"), for a Special Use Permit to allow operation of an auto repair shop on premises located in an "H" District (Light Industry), at 180 R Lauman Lane, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, said premises being described as Section 46, Block 629, Lot 40, on the Land and Tax Map of the County of Nassau; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 6.8, Expiration, provides that the approval of a signed site plan shall expire in the event that an application has not been made for a building permit within one year after the date the site plan was signed, unless an extension of the time is granted; and

WHEREAS, the applicants, through Louis Warner Consulting, Inc., by letter dated August 29, 2017, requested an extension of time nunc pro tunc from the current expiration date of April 2, 2017, to obtain site plan approval and a Certificate of Occupancy; and

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated October 2, 2017, recommends that a one (1) year extension of time be granted nunc pro tunc from the current expiration date of April 2, 2017, to obtain site plan approval and a Certificate of Occupancy, this being the final extension,

NOW, THEREFORE, BE IT RESOLVED, That the request of Louis Warner Consulting, Inc., on behalf of RAY'S AUTO REPAIRS, for a one (1) year extension of time nunc pro tunc from the current expiration date of April 2, 2017, to obtain site plan approval and a Certificate of Occupancy, is hereby GRANTED, and the same terms and conditions effective pursuant to Town Board Resolution No. 237-1996, adopted on April 2, 1996, shall prevail.

-#-

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

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

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

Reviewed By
Office of Town Attorney
M. J. [Signature]

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TOWN OF OYSTER BAY
Inter-Departmental Memo

October 2, 2017

To : MEMORANDUM DOCKET

From : ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING & DEVELOPMENT

Subject : REQUEST FOR EXTENSION OF TIME
TOWN BOARD RESOLUTION # 506-2016
PETITION OF RAY'S AUTO REPAIR
180R LAUMAN LANE, HICKSVILLE
SECTION 46, BLOCK 629, LOT(S) 40

This department is in receipt of correspondence dated August 29, 2017 from Louis Warner of Louis Warner Consulting, Inc. requesting an extension of time to obtain a certificate of occupancy for the above captioned premises (see attached).

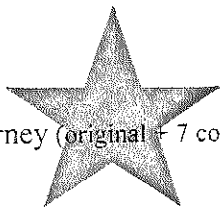
It is my recommendation that a one (1) year extension of time be granted nunc pro tunc from the current expiration date of April 2, 2017 to April 2, 2018. The applicant has been informed that this will be the last extension of time given for this project.

The same terms and conditions shall prevail as contained in Town Board Resolution No. 506-2016, dated July 13, 2010.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM/dg
Enclosure

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



SPA Approval
Commercial Planning

LWC

20 Cherry Street
Locust Valley, NY 11560

August 29, 2017

Leslie Maccarone, Commissioner
Town of Oyster Bay
Department of Planning and Development
74 Audrey Avenue
Oyster Bay, NY 11771

Re: Ray's Auto Repair
180R Lauman Lane
Hicksville, NY
Sec. 46, Blk. 629, Lot 40

Dear Commissioner Maccarone:

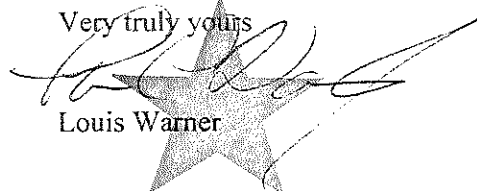
I represent Ray's Auto Repair, a lessee in a multitenant building in the above referenced premises. Town Board Resolution No. 237-96 dated April 2, 1996 (see attached) granted a Special Use Permit for auto repair subject to site plan approval. Said approval was never obtained within one year as required. On September 27, 2016 the Town Board granted Resolution No. 506-2016 (see attached) for an extension of time conditioned upon site plan approval by April 2, 2017.

Unfortunately, it was not possible for my client to comply with the April 2, 2017 date to obtain site plan approval.

I respectfully request on his behalf that he be granted an additional extension of time to obtain site plan approval and the necessary Certificate of Occupancy.

Thank you for your cooperation.

Very truly yours



Louis Warner

Louis Warner Consulting, Inc.
(516) [REDACTED] (516) [REDACTED]
[REDACTED]@yahoo.com

Meeting of September 27, 2016

Resolution No. 506-2016

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 237-96, adopted on April 2, 1996, granted the Petition of RAY'S AUTO REPAIRS, lessee, and BBRG, INC., as agent for KAREN A. ROMARIN TRUST, LAURI ROSMARIN, PLATTNER, PETER ROSMARIN and KAREN A. ROSMARIN, fee owners, for a Special Use Permit, to allow operation of an auto repair shop on premises located in an "H" District (Light Industry), at 180 R Lauman Lane, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, said premises being described as Section 46, Block 629, Lot 40, on the Land and Tax Map of the County of Nassau; and

WHEREAS, in compliance with the requirements of Resolution No. 237-96, a Declaration of Restrictive Covenants was executed by RAY'S AUTO REPAIRS and BBRG, INC. on June 10, 1996 but was never recorded in the Office of the Clerk of Nassau County; and

WHEREAS, since April 1996, RAY'S AUTO REPAIRS, has continuously used the premises as an auto repair shop; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 9.3.5, expiration, provides that a special use permit will expire if the approved use and/or site development is not commenced within one year of the date of approval; and

WHEREAS, RAY'S AUTO REPAIRS, through its attorney, ANTHONY J. CIRCOTTA, ESQ., by letter dated August 4, 2016, has requested an extension of time to obtain site plan approval, a building permit to maintain, and a Certificate of Occupancy; and

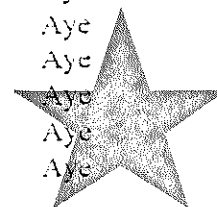
WHEREAS, Timothy R. Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated August 29, 2016, recommends that an extension of time be granted, nunc pro tunc from the current expiration date to April 2, 2017, to obtain site plan approval and a building permit to maintain,

NOW, THEREFORE, BE IT RESOLVED, That the request of Anthony J. Circotta, Esq. attorney for RAY'S AUTO REPAIRS, for an extension of time, nunc pro tunc from the current expiration date to April 2, 2017, to apply for site plan approval and a building permit to maintain, is hereby conditionally GRANTED, and same terms and conditions effective pursuant to Town Board Resolution No. 237-96, adopted on April 2, 1996, shall prevail upon the condition that the Declaration of Restrictive Covenants, dated June 10, 1996, be filed in the Office of the Clerk of Nassau County within sixty days of the date of the adoption of this Resolution.

- 7 -

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

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



Supervisor
Town Attorney
Comptroller (2)
Planning & Development

Reviewed by
Office of Town Attorney

RESOLUTION NO. 237-96

Meeting of April 2, 1996

WHEREAS, RAY'S AUTO REPAIRS, lessee, and BBRG, INC., as managing agent for the following fee owners, KAREN A. ROSMARIN TRUST, LAURI ROSMARIN-PLATTNER, PETER ROSMARIN, and KAREN A. ROSMARIN, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit in an "H" District (Light Industry), to operate an auto repair shop on premises located in Hicksville, New York, and being further described as Section 46, Block 629, Lot 40 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on October 24, 1995, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, after having reviewed the recommendations of the Town Environmental Quality Review Commission, did, by Resolution No. 8-95, dated March 21, 1995, declare and find that the subject application will not have a significant effect on the environment, and the proposed actions in the Petition constitute a Negative Declaration, in accordance with the New York State Environmental Conservation Law and its applicable regulations thereon; and

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

NOW, THEREFORE, BE IT RESOLVED, That the Petition of RAY'S AUTO REPAIRS and BBRG, INC., for a Special Use Permit in an "H" District (Light Industry), to conduct and operate an auto repair shop at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, is hereby GRANTED, on the premises described as follows:

Reviewed by
Attorney General
of Nassau County

[Handwritten signature]



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SCHEDULE A

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

BEGINNING at a point on the northerly side of Lauman Lane distant 1,306.76 feet West of the intersection formed by the northerly side of Lauman Lane and the westerly side of Broadway;

RUNNING THENCE along the northerly side of Lauman Lane North 89 degrees 20 minutes 25 seconds West 205.79 feet;

THENCE North 4 degrees 42 minutes 20 seconds East 220.55 feet;

THENCE along the Long Island Lighting Company easement South 89 degrees 20 minutes 25 seconds East 190.22 feet;

THENCE South 0 degrees 39 minutes 35 seconds West 220 feet to the point or place of BEGINNING.

SAID premises are known and described as Section 46, Block 629, Lot 40 on the Land and Tax of the County of Nassau; and be it further

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

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

Supervisor Yevoli	Aye
Councilman Clark	Aye
Councilman Delligatti	Aye
Councilman Symons	Aye
Councilman Savinetti	Aye
Councilman Muscarella	Aye
Councilman Altimari	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Building Div.
Plan. & Dev. (cert.)

DECLARATION OF RESTRICTIVE COVENANTS

RAY'S AUTO REPAIRS, lessee, BBRG INC., as managing agent for the fee owners named herein, with a principal place of business of P.O. Box 30, Syosset, New York, 11791, and KAREN A. ROSMARIN TRUST, LAURI ROSMARIN-PLATTNER, PETER ROSMARIN, KAREN A. ROSMARIN, fee owners of the premises described in Schedule "A" herein, by this declaration, dated _____, 1996, declare as follows:

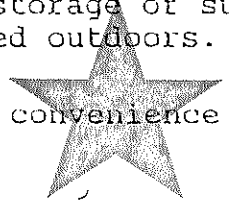
WHEREAS, said Declarants petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to operate an auto repair shop in an "I" Industrial District (Light Industry), on premises located in Hicksville and being further described as Section 46, Block 629, Lot 40 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on October 24, 1995, and at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 237-96, dated *APRIL 2*, 1996, approved said Application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions which shall be binding on 180 R. Lauman Lane for so long as the requested use mentioned herein is maintained and shall run with said premises and be binding upon said owners, their successors and/or assigns,

NOW, THEREFORE, said Declarants, RAY'S AUTO REPAIRS, lessee, BBRG INC., as managing agent for the fee owners named herein, and KAREN A. ROSMARIN TRUST, LAURI ROSMARIN-PLATTNER, PETER ROSMARIN, KAREN A. ROSMARIN, fee owners, do covenant and declare as follows:

1. That the subject property shall not be used for the storage or offering for sale of new or used cars, trailers, or any other vehicles.
 2. That the following installations shall be prohibited: 1) signs located on the premises advertising the sale of nonrelated automobile supplies and services; 2) banners; and 3) commercial flags.
 3. That there shall be no outdoor storage of supplies or equipment, and no repairs shall be conducted outdoors.
 4. That the sale of food and other convenience store products is prohibited.
- 

5. That the petitioner shall repave (blacktop) the parking lot and provide adequate drainage facilities on the subject premises.

6. That there shall be no expansion of the subject premises.

7. That the entire area shall be effectively policed to eliminate paper, trash, oil cans grease spots, etc. so as to present an overall clean and neat appearance.

8. That the petitioner or its successors shall take any and all necessary precautions to protect the safety and well-being of customers and residents of the area with regard to the maintenance and operation of the subject premises.

9. That all exterior lights shall be so located, positioned and directed so as not to interfere with or cause annoyance or inconvenience to vehicular traffic or the surrounding residential areas.

10. That any existing debris on the subject premises shall be removed.

11. That any and all signs are to be maintained and must comply with all applicable provisions of the laws and ordinances of the Town of Oyster Bay.

12. That the hours of operation for the subject automobile repair shop shall be limited to between the hours of 9:00 a.m. - 5:00 p.m., prevailing time Monday through Friday, 9:00 a.m. - 3:00 p.m., prevailing time Saturday.

13. That exterior audio communication systems shall not be utilized or maintained on the subject premises.

14. That all garbage and rubbish shall be kept in closed containers, in accordance with applicable statutes, ordinances and laws.

15. That any waste oil, gasoline, diesel, transmission fluid, radiator fluid or any other liquid waste shall be placed in containers and properly disposed of off the premises and that no such liquid be allowed to seep into the ground.

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

17. That no building permit and/or certificates of occupancy shall be issued unless and until a site plan has been approved by Town Board resolution within one (1) year of adoption of the Special Use Permit resolution herein mentioned. Said site plan shall conform to the representations made at the aforementioned Public hearing, and shall be drawn to scale and presented in a form acceptable to the Department of Planning and Development and shall include interior dimensions setting forth each use, location of ingress and egress, location of dumpsters, location and size and style of signs, location of exterior lighting, location, variety and size of landscaping, location and footprint of all buildings and any other information or details as may be required by the Department of Planning and Development.

18. That a landscaping plan shall be provided in the required site plan set forth herein. Said plan shall set forth varieties of trees and shrubbery to be planted and maintained.

19. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any ordinances or regulations, the Town shall have the right to suspend or revoke forthwith, the Special Use Permit granted, unless a cure for such violation has been commenced and the Declarants or successors in interest are diligently pursuing the curing of said violation.

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

SCHEDULE A

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

BEGINNING at a point on the northerly side of Lauman Lane distant 1,306.76 feet West of the intersection formed by the northerly side of Lauman Lane and the westerly side of Broadway;

RUNNING THENCE along the northerly side of Lauman Lane North 89 degrees 20 minutes 25 seconds West 205.79 feet;

THENCE North 4 degrees 42 minutes 20 seconds East 220.55 feet;

THENCE along the Long Island Lighting Company easement South 89 degrees 20 minutes 25 seconds East 190.22 feet;

THENCE South 0 degrees 39 minutes 35 seconds West 220 feet to the point or place of BEGINNING.

SAID premises are known and described as Section 46, Block 629, Lot 40 on the Land and Tax Map of the County of Nassau.

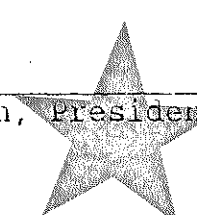
IN WITNESS WHEREOF, the Declarants have hereunto set their hands and seals the day and year first above written.

RAY'S AUTO REPAIRS

By: _____
Raymond Langdon, Principal

BERG INC.

By: _____
Jeffry Rosmarin, President



STATE OF NEW YORK)
)
COUNTY OF NASSAU)

On this day of , 1996, before
me personally came RAYMOND LANGDON, to me known, who being duly
sworn, did depose and say that he is the principal of Ray's Auto
Repairs; and is the person who executed the foregoing instrument
and who acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF NASSAU)

On this day of , 1996, before
me personally came JEFFRY ROSMARIN, to me known, who being duly
sworn, did depose and say that he is the President of BBRG Inc.,
and has authority to sign on behalf of said corporation; that the
seal affixed to said instrument by order of the Board of
Directors of said corporation is said corporate seal and that he
signed his name thereto by like order.

Notary Public



Reviewed By
Office of Town Attorney


List of Delinquent Water Rentals of the following
WATER Districts were presented to the Town Board:

BETHPAGE
HICKSVILLE
JERICHO
LOCUST VALLEY
MASSAPEQUA
OYSTER BAY
SOUTH FARMINGDALE
NORTHEAST FARMINGDALE
PLAINVIEW

The following resolution was offered by Councilman
Muscarella, seconded by Councilman Macagnone.

RESOLVED, That the Town Attorney be authorized and
directed to send certified copies of Delinquent Water
Rentals received from the various Water Districts to the
County Departments of Assessment, the County Legislature,
and the Town Comptroller.

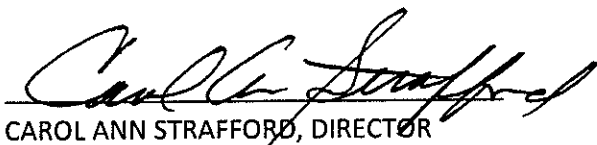
The foregoing resolution was declared adopted after a poll of the members of the Board; the
vote being recorded as follows:

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 (2)

THIS IS TO CERTIFY THAT THE DELINQUENT WATER RENTS OF THE VARIOUS WATER DISTRICTS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, ARE AS FOLLOWS:

BETHPAGE.....	\$ 98,884.32
HICKSVILLE.....	\$ 136,045.97
JERICO.....	\$ 267,979.33
LOCUST VALLEY.....	\$ 51,706.46
MASSAPEQUA.....	\$ 146,586.24
NORTHEAST FARMINGDALE.....	\$ 8,792.83
OYSTER BAY.....	\$ 38,783.51
PLAINVIEW.....	\$ 150,644.15
SOUTH FARMINGDALE.....	\$ 296,321.88


CAROL ANN STRAFFORD, DIRECTOR
LEGISLATIVE AFFAIRS
TOWN OF OYSTER BAY, NASSAU COUNTY
NEW YORK

DATED: October 17, 2017
 Oyster Bay, New York

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SOUTH FARMINGDALE.....	\$ 296,321.88

CAROL ANN STRAFFORD, DIRECTOR
LEGISLATIVE AFFAIRS
TOWN OF OYSTER BAY, NASSAU COUNTY
NEW YORK

DATED: October 17, 2017
Oyster Bay, New York

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

September 29, 2017

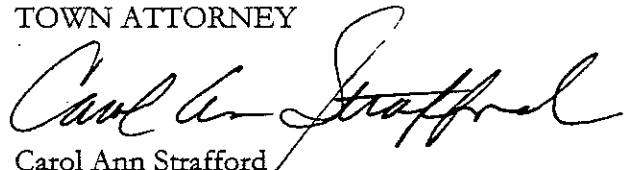
TO: MEMORANDUM DOCKET
FROM: CAROL ANN STRAFFORD, DIRECTOR
LEGISLATIVE AFFAIRS
THRU: OFFICE OF THE TOWN ATTORNEY
SUBJECT: DELINQUENT WATER RENTALS

The attached resolution relates to Delinquent Water Rentals for 2017 for the various Water Districts in the Town of Oyster Bay.

Pursuant to Town Law, these lists are prepared by the Water Districts each year and submitted to this office for presentation to the Town Board.

After adoption, the Town Attorney is directed to notify the Town Comptroller, the Nassau County Legislature and the Nassau County Department of Assessment who will include these unpaid items on the Tax Roll for Collection for 2018.

JOSEPH NOCELLA
TOWN ATTORNEY


Carol Ann Strafford
Director - Legislative Affairs

CAS
Attachment
cc: Town Attorney +7



WHEREAS, Peter Quick, Mayor of the Incorporated Village of Mill Neck, by letter dated September 6, 2017, has requested an Inter-municipal Agreement under which the Town provides sand and salt to said Village, for the safe travel of the Town residents; and

WHEREAS, John P. Bishop, Deputy Commissioner of the Highway Department, by memorandum dated September 15, 2017, has recommended that the Town enter into an Inter-municipal Agreement with the Incorporated Village of Mill Neck to provide for sand and salt for use during snowfalls from October 18, 2017 to April 30, 2018; and

WHEREAS, The Town would provide said materials to the Village on request and the Village will pay the Town at the same rate at which the Town purchased the sand and salt, at a per yard fee; and

WHEREAS, The Village will be responsible for the picking-up the sand and salt, and the disposal of all any excess materials,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor is hereby authorized and directed to execute an Inter-municipal Agreement with the Incorporated Village of Mill Neck to provide for sand and salt for use during snowfalls.

-#-

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 (2)
Highway

7/15
Reviewed By
Office of Town Attorney

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679

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 25, 2017

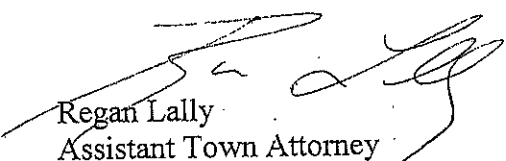
SUBJECT: Inter-municipal Agreement with the
Incorporated Village of Mill Neck for sand and salt

Peter Quick, Mayor of the Incorporated Village of Mill Neck, by letter dated September 6, 2017, has requested an Inter-municipal Agreement under which the Town provides sand and salt to said Village.

John P. Bishop, Deputy Commissioner of the Highway Department, by memorandum dated September 15, 2017, has recommended that the Town Board approve the Inter-municipal Agreement with the Incorporated Village of Mill Neck to provide sand and salt for use during snowfalls, at the same purchase rate as that purchased by the Town. The Village will be responsible for picking-up the sand and salt, and the disposal of all debris generated.

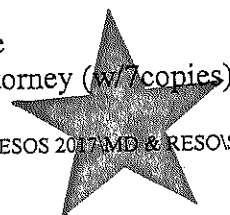
Attached herewith is the abovementioned Inter-municipal Agreement. Please place this matter on the action calendar for October 17, 2017.

JOSEPH NOCELLA
TOWN ATTORNEY


Regan Lally
Assistant Town Attorney

RUL:ba
Enclosure
Town Attorney (w/7copies)

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INTER-MUNICIPAL AGREEMENT

DATED: , 2017

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF MILL NECK, a municipal corporation, having its principal business address at 32 Frost Mill Road P.O. Box 351, Mill Neck N.Y. 11765 hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, the VILLAGE has requested a contract with the TOWN to furnish sand and salt to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the VILLAGE in the operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used in preparation and during snow storms for pick-up by the VILLAGE on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset and Glen Head Yard in Glen Head. N.Y.

SECOND: The VILLAGE shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The VILLAGE agrees to pay the TOWN for such materials at the

same rate at which the Town purchased the sand and salt, at a per yard fee.

FOURTH: In order to facilitate payments from the VILLAGE to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the VILLAGE on a monthly basis showing the amounts owed for the previous month. The VILLAGE agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the Town Attorney or Village Attorney, as the case may be.

SIXTH: This agreement shall terminate on April 30, 2018 unless extended by mutual agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

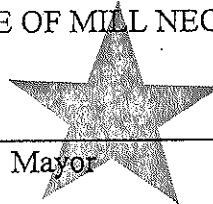

Assistant Town Attorney

TOWN OF OYSTER BAY

BY: _____
Supervisor

VILLAGE OF MILL NECK

BY: _____
Mayor



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

On this day of , 2017, before me personally came JOSEPH S. SALADINO, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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 _____ MILL NECK, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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WHEREAS, Anthony Wigdzinski, Chairman of the Board of the Hicksville Fire District, by letter dated September 5, 2017, has requested approval of the Inter-municipal Agreement under which the Town provides sand and salt to said Fire District, for the safe and efficient operation of their emergency vehicles; and

WHEREAS, John P. Bishop, Deputy Commissioner of the Highway Department, by memorandum dated September 18, 2017, recommended that the Town enter into an Inter-municipal Agreement under which the Town provides sand and salt to said Fire District, from October 18, 2017 to April 30, 2018, to better serve the residents of the Town; and

WHEREAS, The Hicksville Fire District will pay the Town at the same rate that the Town purchases the sand and salt; and

WHEREAS, the Hicksville Fire District will pick-up the materials at the Town yards and be responsible for the disposal of all debris and/or excess materials generated,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor is hereby authorized and directed to execute the Inter-municipal Agreement with the Hicksville Fire District.

-#-

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 (2)
Highway

7/11/2
Reviewed by
Office of Town Attorney

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Town of Oyster Bay
Inter-Departmental Memo

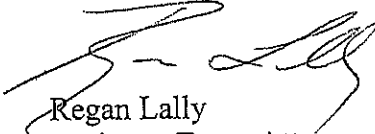
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : September 25, 2017
SUBJECT: Inter-municipal Agreement with the
Hicksville Fire District for sand and salt

Anthony Wigdzinski, Chairman of the Board of the Hicksville Fire District, by letter dated September 5, 2017, has requested an Inter-municipal Agreement under which the Town provides sand and salt for use in the event of a snowfall, for the safe operation of their emergency vehicles.

John P. Bishop, Deputy Commissioner of the Highway Department, by memorandum dated September 18, 2017, has recommended that the Town Board approve the Inter-municipal Agreement with the Hicksville Fire District to provide said sand and salt on request, at the same purchase rate as that purchased by the Town. The Fire District will be responsible for picking-up the sand and salt, and the disposal of all excess material.


Attached herewith is the abovementioned Inter-municipal Agreement. Please place the matter on the action calendar for October 17, 2017.

JOSEPH NOCELLA
TOWN ATTORNEY


Regan Lally
Assistant Town Attorney

RUL:ba
Enclosure
Town Attorney (w7/copies)

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INTER-MUNICIPAL AGREEMENT

DATED: , 2017

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and

HICKSVILLE FIRE DISTRICT, having its principal business address at 20 East Marie Street, Hicksville, N.Y. 11801, hereinafter called the "DISTRICT",

WITNESSETH:

WHEREAS, the VILLAGE has requested a contract with the TOWN to furnish sand and salt to use in preparation and during snow storms; and

WHEREAS, the TOWN desires to assist the DISTRICT in the operations to provide safe and efficient road and travel conditions to our TOWN residents,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide sand and salt to be used in preparation and during snow storms for pick-up by the DISTRICT on an "as requested" basis at the Lake Avenue Yard in Oyster Bay, the Syosset Yard in Syosset and Glen Head Yard in Glen Head, N.Y.

SECOND: The DISTRICT shall be solely responsible for the disposal of all debris and other materials as a result of the sand and salt provided by the TOWN.

THIRD: The DISTRICT agrees to pay to the TOWN for such materials at

the same rate at which the Town purchased the sand and salt, at a per yard fee.

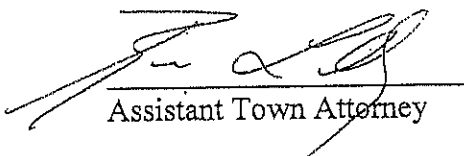
FOURTH: In order to facilitate payments from the DISTRICT to the TOWN pursuant to this agreement, the TOWN shall provide an invoice to the DISTRICT on a monthly basis showing the amounts owed for the previous month. The DISTRICT agrees to pay such sums in full within thirty (30) calendar days of receipt of such invoices.

FIFTH: This agreement may be cancelled by either party upon sixty (60) days' written notice to the other party. Such notice shall be sent by certified mail, return receipt requested to the Town Attorney or District representative, as the case may be.

SIXTH: This agreement shall terminate on April 30, 2018 unless extended by mutual agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:


Assistant Town Attorney

TOWN OF OYSTER BAY

BY: _____
Supervisor

HICKSVILLE FIRE DISTRICT

BY: _____
Chairman of Board

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

On this day of , 2017, before me personally came JOSEPH S. SALADINO, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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 _____, representing the DISTRICT as described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said FIRE DISTRICT, and that he signed his name thereto by like order.

A large, faint, five-pointed star is positioned behind the signature line and the words 'Notary Public'.

Notary Public

S:\Attorney\AGREEMENTS\Sand-Salt Hicksville FIRE Agree 2017-2018RL.docx

WHEREAS, Deborah Orgel Gordon, President, Glen Head Glenwood Business Association, by letter dated September 12, 2017, stated that the Glen Head Glenwood Business Association would like to donate plantings and landscaping at the Town of Oyster Bay Parking Lot G-2 located in Glen Head; and

WHEREAS, the total value of the donation is \$3,000.00,

WHEREAS, John J. Bishop, Deputy Commissioner of the Highway Department, by memorandum dated September 28, 2017, recommended that the Town accept said donation; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of plantings and hardscaping at the Town of Oyster Bay Parking Lot G-2 in Glen Head from the Glen Head Glenwood Business Association.

-#-

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 (2)
Highway

745
Reviewed By
Office of Town Attorney

35

6001

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

September 28, 2017

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAYS


SUBJECT: MATERIALS DONATED TO TOWN OF OYSTER BAY FROM
GLEN HEAD/GLENWOOD BUSINEES ASSOCIATION
FOR TOWN LOT G-2

The Town of Oyster Bay Highway Department in conjunction with the Glen Head/Glenwood Business Association will be making necessary repairs throughout Town of Oyster Bay parking lot G-2 located within Glen Head.

Attached, please find a letter of request from the Glen Head/Glenwood Business Association regarding the "Adopt-A-Spot" program listing all materials and cost estimates for items that are being donated from the business association to the Town in the amount of \$3,000.00.

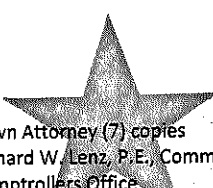
The Town of Oyster Bay Highway Department will be rehabilitating, repairing and replacing all curbing and sidewalks that are required, in addition to installing the necessary handicap ramps where applicable. Once work has been completed, the Highway Department Sign Bureau will restripe the lot, as well as directional arrows and crosswalks.

At this time, I would like to take this opportunity to thank the Glen Head/Glenwood Business Association for their ongoing support and efforts in this joint venture with the Town of Oyster Bay to beautify this area.


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/km
Att.

CC: Town Attorney (7) copies
Richard W. Lenz, P.E., Commissioner DPW/Highway
Comptrollers Office
Joe Piszczatowski, Road & Drainage
Steve Kelly, Sign Bureau





September 12, 2017

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

Dear Board,

Below is the information requested from The Glen Head Glenwood Business Association regarding the estimates for the Adopt a Spot Program. The project would involve, rehabilitating, planting and hard-scaping certain parcels owned by the Town of Oyster Bay. (see attached plans) We requested that the Town Of Oyster Bay repair curbing and sidewalk repairs. All the planting and hard-scaping is donated by the Glen Head Glenwood Business Association and below are the estimates that would total approximately \$3000.00.

Removal of wooden planter boxes - \$1600 with dumping fees
1 or 2 benches – each bench is \$499 each
2-4 new trees - \$1000 to \$2000 (replacing some or fixing the current mature trees and circles and under planting the trees
Flower seasonally - \$200

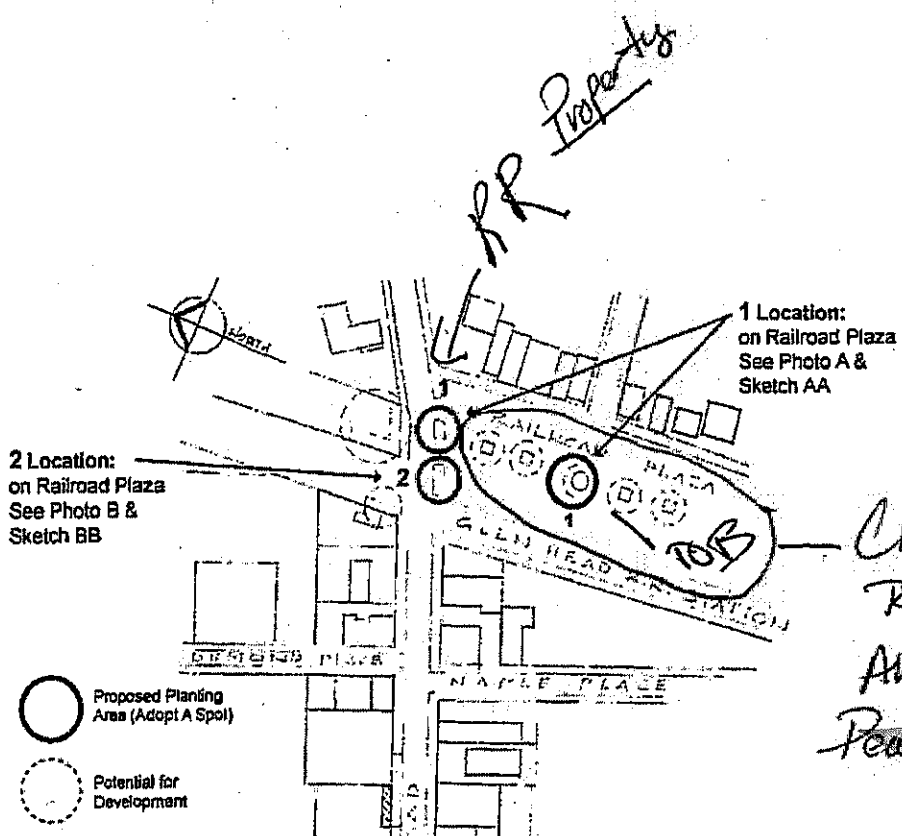
We appreciate your consideration for the project and as always, we "Thank you" for your support.

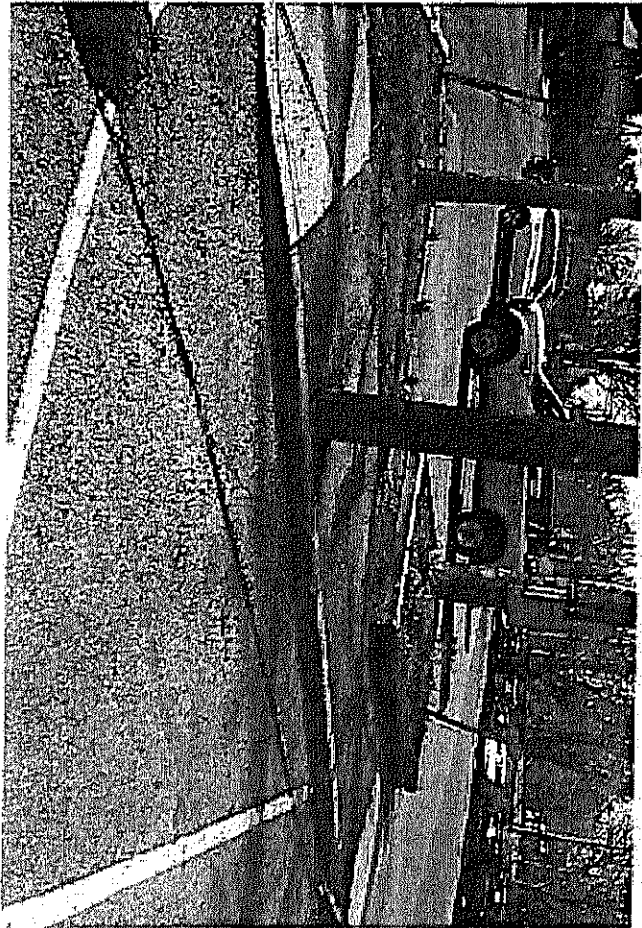
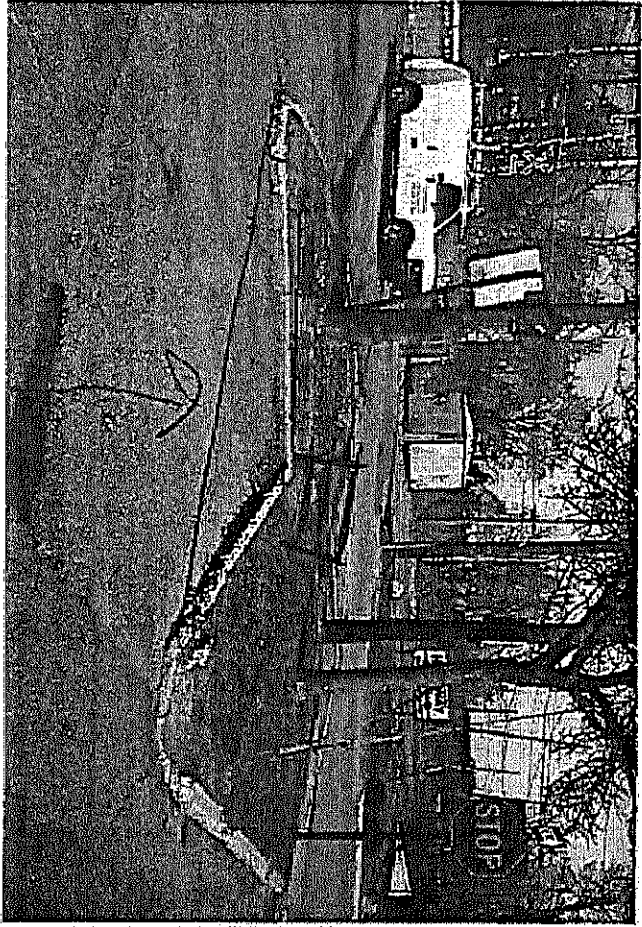
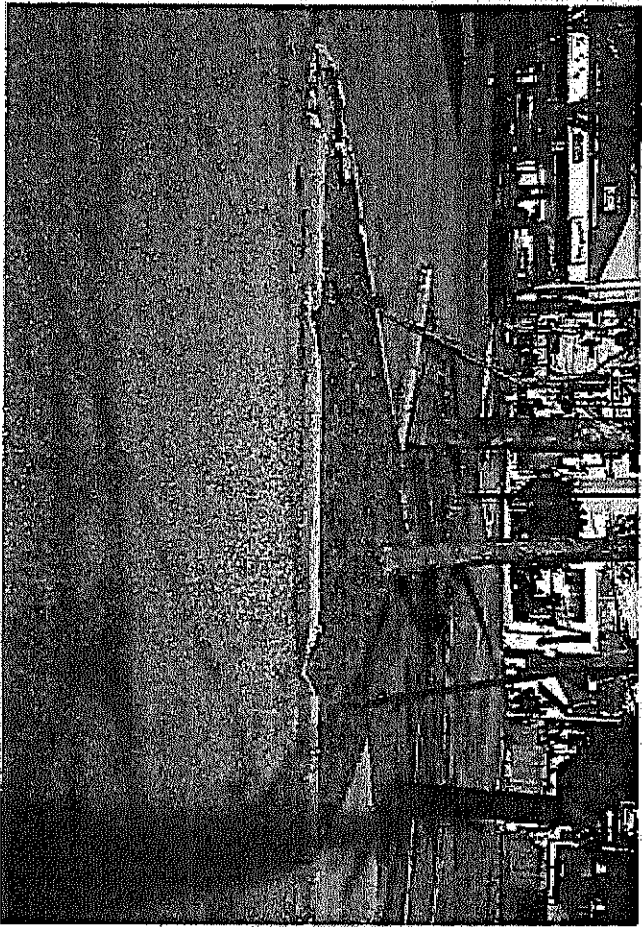
Best Regards,

Deborah Orgel Gordon, President Glen Head Glenwood Business Association

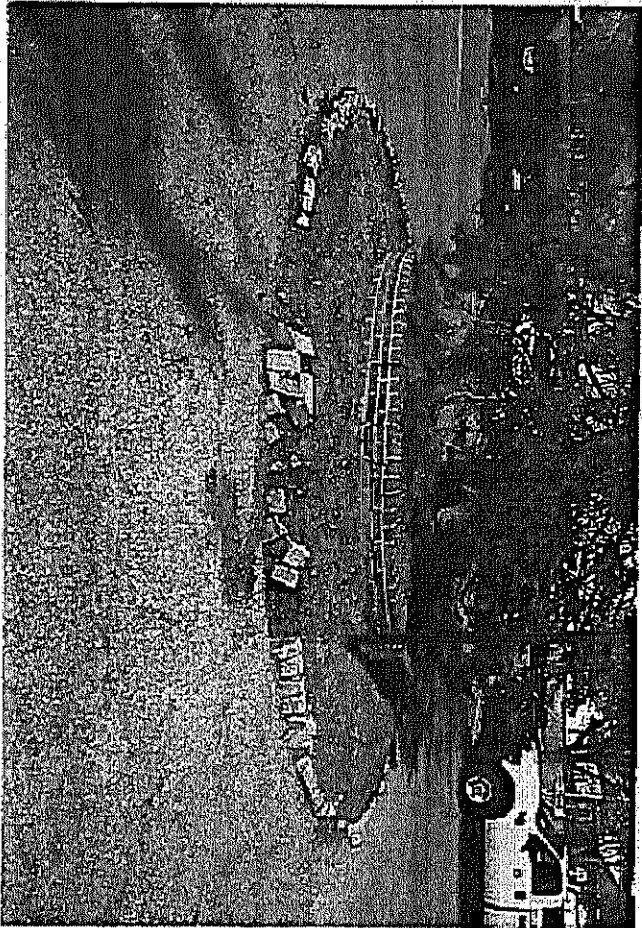
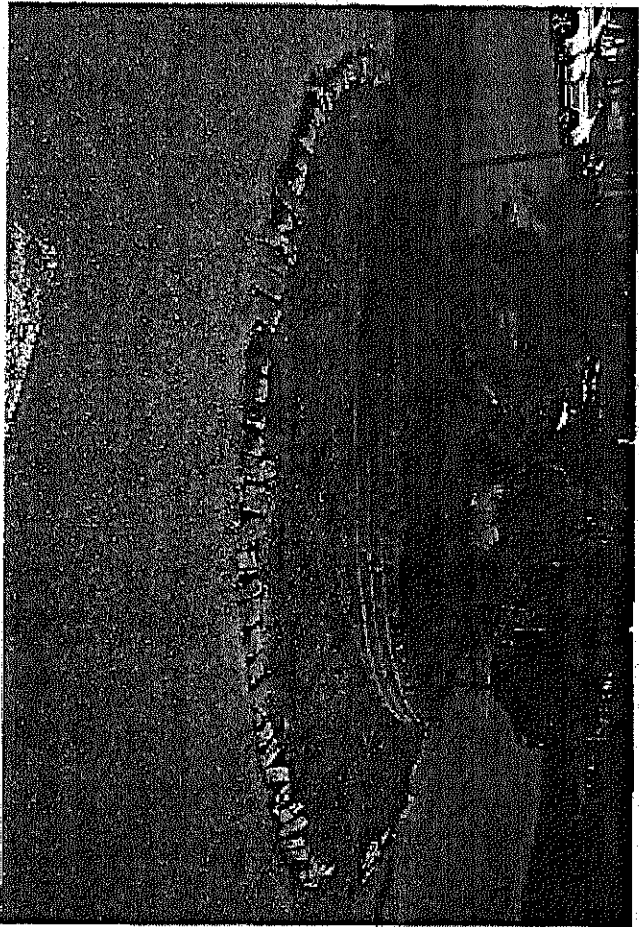
Cc: John Bishop

GLEN HEAD • GLENWOOD • BUSINESS ASSOCIATION
P.O. BOX 251, GLEN HEAD, LI, NEW YORK 11545-0251



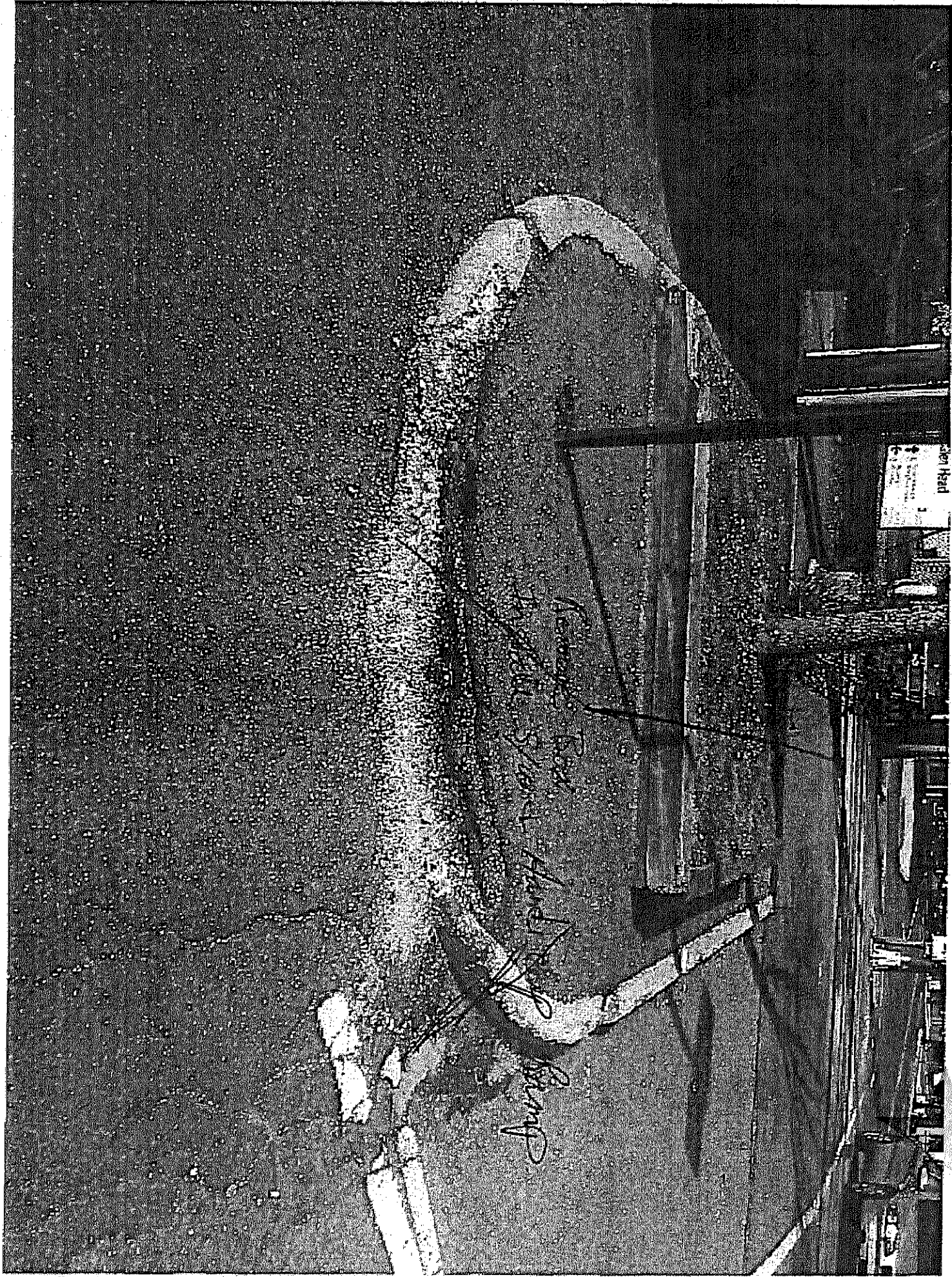


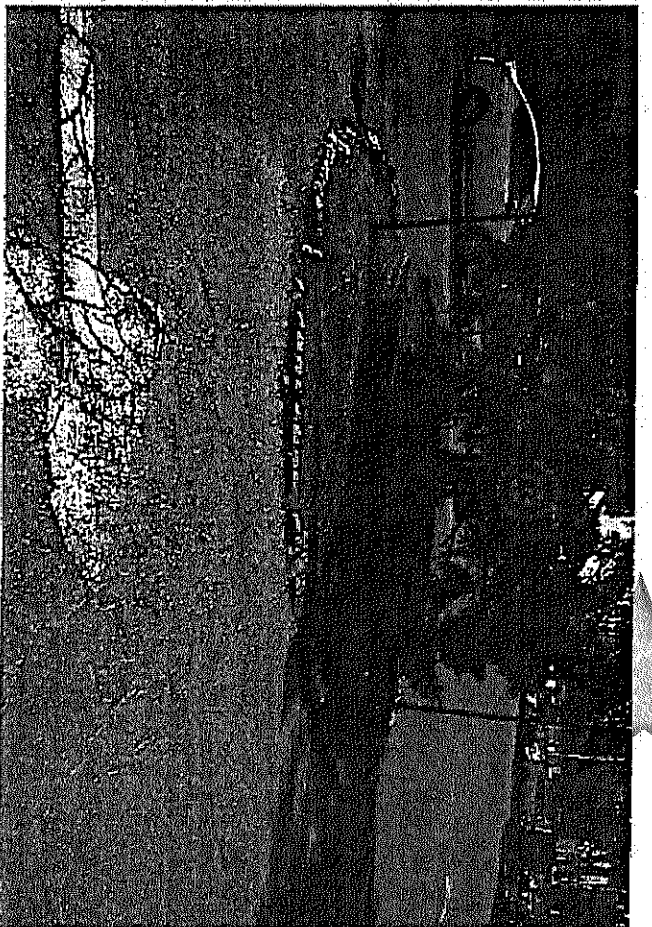
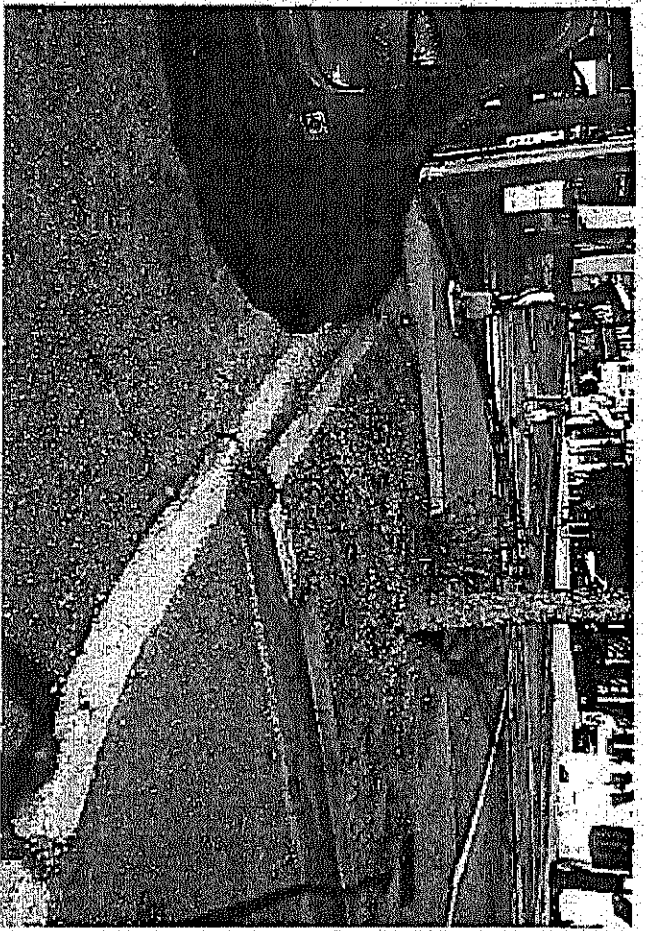
708 Square Off - Supply Bench - Chamber



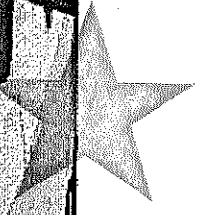
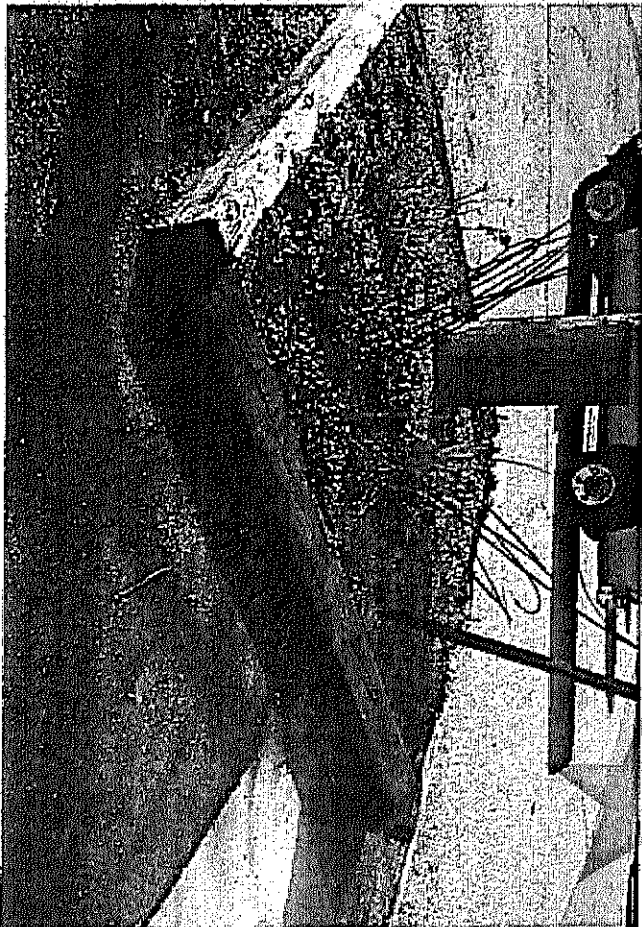
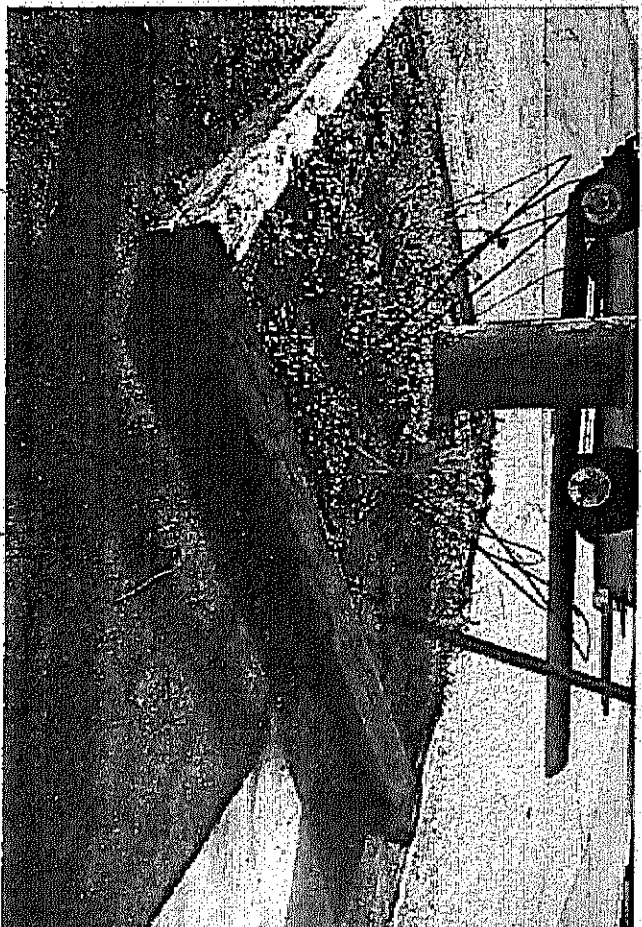
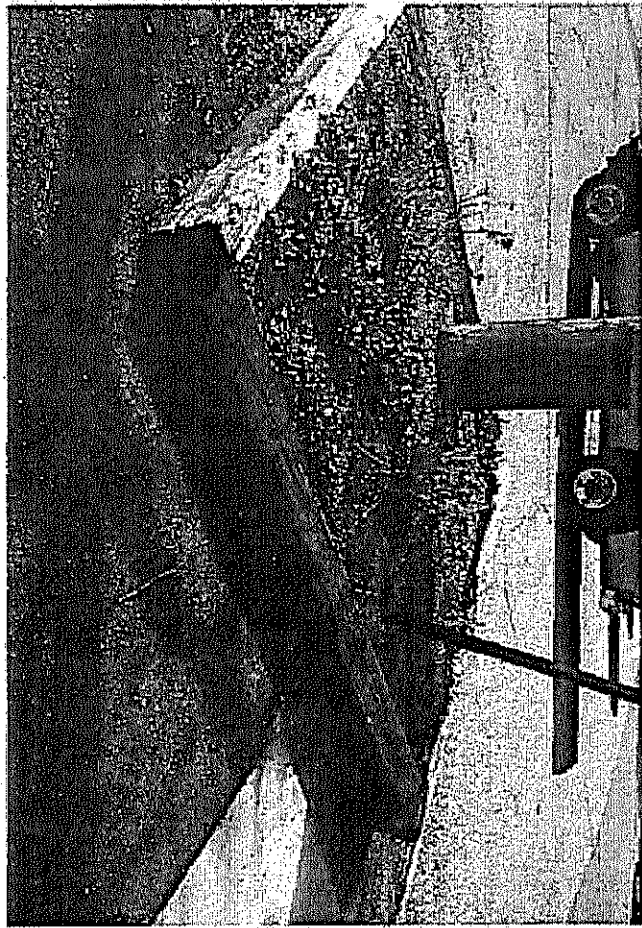
708 - Repaired Belgium Block.
 Chamber was to Remove Brick
 wall and Replace Tree.
 - Also Chamber was
 Installing Electric Bar -







TAB - Remore Box at the curb + S/O - Chamber Grand Search -



WHEREAS, the Town of Oyster Bay currently provides dental insurance to its employees and retirees through Cigna Dental, through a plan originally approved by the Town Board by Resolution No. 752-2014, adopted on November 18, 2014; and

WHEREAS, this coverage expires on December 31, 2017 and therefore it is necessary for the Town to obtain coverage for the period commencing January 1, 2018; and

WHEREAS, Vicki Spinelli, Deputy Commissioner, Department of Human Resources, by memorandum dated October 11, 2017 advised that this coverage expires on December 31, 2017 and therefore it is necessary for the Town to obtain coverage for the period commencing January 1, 2018; and

NOW, THEREFORE, BE IT RESOLVED, That the Town Board approves and authorizes the Department of Human Resources to prepare and publish a Request for Proposals for dental insurance coverage for the Town's employees and retirees for a three-year period, commencing January 1, 2018 through December 31, 2020.

#

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 (2)
Human Resources

Reviewed By
Office of Town Attorney

682

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Department of Human Resources

DATE : October 11, 2017

SUBJECT: Request for Proposals - Dental Insurance
Supplemental to Memorandum Docket October 3, 2017 Item No. 40

The Town of Oyster Bay currently provides dental insurance to its employees and retirees through Cigna Dental, through a plan originally approved by the Town Board by Resolution No. 752-2014, adopted on November 18, 2014.

This coverage expires on December 31, 2017 and therefore it is necessary for the Town to obtain coverage for the period commencing January 1, 2018.

This department recommends that the Town Board authorize the issuance of a Request for Proposals (RFP) for dental insurance coverage for the Town's employees and retirees for a three-year period, commencing January 1, 2018 through December 31, 2020.

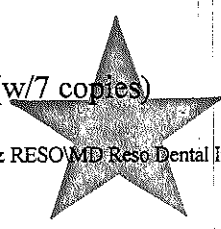
In the event that the Town Board accepts the recommendation of this office, the attached proposed resolution is submitted for its approval. It is requested that this matter be placed on the calendar of the October 17, 2017 Town Board meeting for action.



Vicki Spinelli
Deputy Commissioner

TMS:st
Attachment
cc: Town Attorney (w/7 copies)

S:\Attorney\RESOS 2017MD & RESO\MD Reso Dental Insurance RFP.docx



40

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 6, 2017

TO: MEMORANDUM DOCKET

FROM: VICKI SPINELLI
DEPUTY COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES

JOHN CANNING
COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES

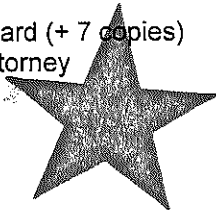
SUBJECT: RFP FOR DENTAL INSURANCE

SUPPLEMENTAL MEMO TO FOLLOW

Additional information and a formal recommendation will be provided in a Supplemental Docket Memorandum to the Docket Committee at the next docket meeting. We therefore recommend and request that a space be reserved at the next Town Board Meeting on October 17, 2017.

John Canning by Vicki Spinelli
John Canning, Commissioner
Department of Human Resources
Dputy Commissioner

Cc: Town Board (+ 7 copies)
Town Attorney



**TOWN OF OYSTER BAY REQUEST FOR PROPOSALS FOR
DENTAL COVERAGE FOR EMPLOYEES AND RETIREES**

JANUARY 1, 2018 – DECEMBER 31, 2020

RFP # HRC-INS-17-01



PROPOSAL SUBMISSION DEADLINE: 3:00 PM, EST, October 27, 2017



I. REQUEST FOR PROPOSAL

Proposals are being accepted by the Town of Oyster Bay ("Town") for fully insured bids for dental insurance coverage for Town employees and retirees for the period January 1, 2018 through December 31, 2020.

II. CURRENT INFORMATION

The Town currently provides dental insurance coverage to its employees and retirees, as required under the Collective Bargaining Agreement between the Town and CSEA, Local 1000 AFSCME, AFL-CIO, for the period January 1, 2017 to December 31, 2020.

The current coverage is provided through CIGNA/CHLIC, as authorized by Resolution No. 648-2016, adopted by the Town Board on November 29, 2016 (copy attached as Exhibit I).

The current coverage is composed of two plans: a P.P.O. (Preferred Provider Organization) and a DHMO (Dental Health Maintenance Organization). A schedule of the benefits provided under each plan is attached as Exhibit II. The P.P.O. provides for coverage of 90% of Usual, Customary and Reasonable costs ("UCR"). The total number of insureds in the P.P.O. is 1,532, of which 967 are active employees (individual and family), and 565 are retirees who receive the same benefits. The DHMO currently has 43 active employees and 15 retirees who receive the same coverage.

The current loss ratio for the plan is 89.66% based on costs of \$1,703,016.32 and total premium of \$1,899,355.00 for the last full year.

III. CONDITIONS GOVERNING PROPOSALS

A. All proposals must be for a three year period, January 1, 2018 to December 31, 2020, and presented in annual premiums, providing for a one year agreement (2018) with two one-year extensions (2019, 2020).

B. Proposals should be either for a level three year period of time or with a level period of time with rate caps for the balance to add up to three years, and shall be for the P.P.O and DHMO.

C. Premiums must be set forth on an individual and family basis.

D. All proposals must duplicate or exceed the existing benefit structure.

E. To be considered, sealed proposals including Proposal to Provide Dental Coverage (Attachment A) must be submitted no later than 3:00 pm EST, on October 27, 2017, at which time the proposals will be publicly opened. An original proposal must be mailed or delivered to:

Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771
ATTENTION: Department of Human Resources

The outside of the envelope should be marked **"PROPOSAL FOR DENTAL INSURANCE COVERAGE, RFP- HRC-INS-17-01. THIS ENVELOPE MUST REMAIN SEALED UNTIL OCTOBER 27, 2017."**

Hand delivered proposals should be directed to the Town of Oyster Bay, Department of Human Resources, 54 Audrey Avenue, Oyster Bay, New York 11771, where they will be date stamped and held until bid opening. Late submittals will not be considered.

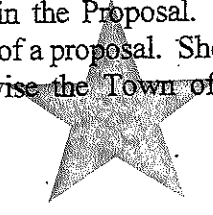
F. The Town will award the Proposal to the lowest premium offer by a responsible bidder. The Town reserves the right to reject any and all Proposals.

IV. QUESTIONS

Questions regarding this RFP or the need for additional data or information should be submitted in writing by email to Vicki Spinelli, Deputy Commissioner, Department of Human Resources, at vspinelli@oysterbay-ny.gov, no later than Wednesday, October 25, 2017, at 12:00 Noon.

V. CONFLICT OF INTEREST INFORMATION

Information on possible conflicts of interest should be provided in the Proposal. Such information will be taken into account in making a decision on the selection of a proposal. Should a conflict arise during the RFP process, the Bidder shall immediately advise the Town of such conflict.



PROPOSAL TO PROVIDE DENTAL COVERAGE
RFP NO. HRC-17-01

TO: Department of Human Resources
54 Audrey Avenue, 3rd Floor
Oyster Bay, New York 11771

_____, herein called the “Bidder,” hereby offers and agrees to provide dental insurance coverage to the employees and retirees of the Town of Oyster Bay (“Town”) at the price and subject to the terms and conditions contained in this Offer:

<u>PPO</u>	SINGLE	FAMILY
Year 1 (1/1/18-12/31/18)	_____	_____
Year 2 (1/1/19-12/31/19)	_____	_____
Year 3 (1/1/20-12/31/20)	_____	_____
<u>DHMO</u>	SINGLE	FAMILY
Year 1 (1/1/18-12/31/18)	_____	_____
Year 2 (1/1/19-12/31/19)	_____	_____
Year 3 (1/1/20-12/31/20)	_____	_____

SUBMITTAL: To ensure proper identification and handling, submit your Offer in a sealed envelope. This Offer may be hand delivered or mailed, and must be delivered by the date and time due to:

Department of Human Resources
54 Audrey Avenue, 3rd Floor
Oyster Bay, New York 11771

Hand delivered/couriered bids should be directed to the Department of Human Resources where they will be date stamped and held until bid opening. ENVELOPES MUST BE MARKED AS FOLLOWS: “PROPOSAL FOR DENTAL INSURANCE COVERAGE, RFP, HRC-INS-17-01. THIS ENVELOPE MUST REMAIN SEALED UNTIL OCTOBER 27, 2017”

Timely delivery of the Offer is the sole responsibility of the Bidder. Late offers, as determined by the Town's time/date stamp, will not be accepted. All offers shall remain valid for a period of 60 days from the RFP opening date.

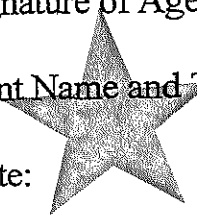
The successful Bidder will be determined by the Seller based on the bid amount and any exceptions and contingencies identified by the Bidder. Bids must remain valid for 60 days from the bid opening date during which time the Seller may accept or reject any Offer.



Please List Exceptions and Contingencies to the RFP (use additional sheets if necessary):

Signature of Bidder: _____
Print Name and Title: _____
Date: _____

Signature of Agent (if applicable) _____
Print Name and Title: _____
Date: _____



Meeting of November 29, 2016

Resolution No. 648-2016

WHEREAS, Resolution No. 752-2014, adopted on November 18, 2014, authorized the Supervisor to enter into a Dental Plan Agreement with CIGNA/CHLIC, for the period from January 1, 2015 through December 31, 2015, at a total annual cost not to exceed \$2,142,000.00, with two, one year renewal options at the same rate for the PPO and DHMO for the second year, with a 7% rate cap for the third year; and

WHEREAS, John Canning, Commissioner of the Department of Human Resources, by memorandum dated November 1, 2016, recommends that the Town Board approve the renewal of the abovementioned Dental Plan Agreement, for the period January 1, 2017 through December 31, 2017, at a cost not to exceed \$2,052,723.00, allowing for an approximate 2% increase in the number of enrollees in 2017, under the same terms and conditions as follows:

Year 3 (PPO) - January 1, 2017 through December 31, 2017

Single:	\$47.88
Family:	\$134.34

Year 3 (DHMO) - January 1, 2017 through December 31, 2017

Single:	\$31.94
Family:	\$81.00

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor is hereby authorized to renew the Dental Plan Agreement with Cigna, for the period from January 1, 2017 through December 31, 2017, at the monthly rates and total annual cost set forth above; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, the funds for said payment to be drawn from Account No. TWN AMM 9060 80000 000 0000 000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Human Resources

Revised by
Office of Town Attorney

Cigna Dental Benefit Summary
Town of Oyster Bay
Plan Renewal Date: 01/01/2017



Insured by: Cigna Health and Life Insurance Company

Receiving regular dental care can not only catch minor problems before they become major and expensive to treat - it may even help improve your overall health. Gum disease is increasingly being linked to complications for pre-term birth, heart disease, stroke, diabetes, osteoporosis and other health issues. That's why this dental plan includes Cigna Dental WellnessPlusSM features. When you or your family members receive any preventive care service in one plan year, the annual dollar maximum will increase in the following plan year. When you or your family members remain enrolled in the plan and continue to receive preventive care, the annual dollar maximum will increase in the following plan year, until it reaches the level specified below. Please refer to your plan materials for additional information on this plan feature.

Benefit Plan Features	Total Cigna DPPO Network		Out-of-Network
Network Options	Cigna DPPO Advantage	Cigna DPPO	No Network
Reimbursement Levels	Fee Schedule	Discount on Fees	Maximum Reimbursable Charge
Progressive Maximum Benefit: Progressive Benefit Year 2: Increase contingent upon receiving Preventive Services in Plan Year 1. Progressive Benefit Year 3: Increase contingent upon receiving Preventive Services in Plan Years 1 and 2. Progressive Benefit Year 4: Increase contingent upon receiving Preventive Services in Plan Years 1, 2 and 3.			
Annual Benefits Maximum Applies to: Class I, II, III, and IX expenses	Year 1: \$1,750 Year 2: \$1,900 Year 3: \$2,050 Year 4: \$2,200	Year 1: \$1,750 Year 2: \$1,900 Year 3: \$2,050 Year 4: \$2,200	Year 1: \$1,750 Year 2: \$1,900 Year 3: \$2,050 Year 4: \$2,200
Annual Deductible Individual Family	None	\$25 \$75	\$25 \$75
Benefit Highlights	Plan Pays	Plan Pays	Plan Pays
Class I: Diagnostic & Preventive Oral Exams Cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain Periodontal Maintenance	100% No Deductible	75% After Deductible	75% After Deductible
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines Rebases and Adjustments	80% No Deductible	75% After Deductible	75% After Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns, Bridges and Dentures	60% No Deductible	60% After Deductible	60% After Deductible
Class IV: Orthodontia Employee and All Dependents Lifetime Maximum: \$2,000	60% No Deductible	60% No Deductible	60% No Deductible
Class IX: Surgical Implants	60% No Deductible	60% After Deductible	60% After Deductible
Benefit Plan Provisions:			
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.		
Out-of-Network Reimbursement	For services provided by an out of network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 90th percentile of all provider charges in the geographic area. The dentist may balance bill up to their usual fees.		
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.		

Annual Benefits Maximum	The plan will only pay for covered charges up to the plan maximum (when applicable). Benefit-specific maximums may also apply.
Annual Deductible	This is the amount you must pay before the plan begins to pay for covered charges (when applicable). Benefit-specific deductibles may also apply.
Pretreatment Review	Pretreatment review is available on a voluntary basis when extensive dental work in excess of \$200 is proposed.
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Oral Health Integration Program (OHIP)	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program. Those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the plan deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.
Benefit Limitations:	
Oral Exams	2 per year
X-rays (routine)	Bitewings: 2 per year
X-rays (non-routine)	Full mouth or panoramic: 1 every 3 years
Diagnostic Casts	Payable only in conjunction with orthodontic workup
Cleanings	2 per year, including 2 additional periodontal maintenance procedures following active therapy
Fluoride Application	1 per year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 3 years for children under age 14
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Periodontal Treatment	Various limitations depending on the service
Inlays, Crowns and Bridges	Replacement every 5 years
Dentures and Partials	Replacement every 5 years
Denture and Bridge Repairs	Reviewed if more than once
Denture Adjustments, Rebases and Relines	Covered if more than 6 months after installation
Prosthesis Over Implant	1 every 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not listed under Benefit Highlights;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: Porcelain or acrylic veneers of crowns or pontics on, or replacing the upper and lower first, second and third molars;	
Periodontic: bite registrations; splinting; Prosthodontic: precision or semi-precision attachments;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; Replacement of a lost or stolen appliance; Services performed primarily for cosmetic reasons; Personalization;	
Services that are deemed to be medical in nature; Services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Maximum Reimbursable Charge.	
Contracted providers are not obligated to provide discounts on non-covered services and may charge their usual fees.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

CIGNA DENTAL CARE® – DHMO¹

ECONOMICAL, EASY-TO-USE DENTAL COVERAGE

Under your plan, you have coverage for **hundreds** of dental procedures. This overview shows you a small **sampling** of covered services and what you will pay compared to your estimated **cost without coverage**. See savings below!

Review your plan materials to understand how your plan works. For questions on the plan before enrollment, call **1.800.Cigna24 (1.800.244.6224)** and select the “Enrollment Information” prompt.

Regular dental visits may do more than brighten your smile. Receiving regular dental care often catches minor problems before they become major and more expensive to treat.

And there’s an association between gum disease and other conditions, such as preterm birth, heart disease, stroke, diabetes and other health issues. So taking good care of your teeth and gums may help you live a healthier life.

Get the most value from your plan

Take advantage of your plan’s preventive care services – certain services may be covered at no additional cost to you (see below for details). Your plan also covers many other dental services that can help you achieve and maintain a healthy mouth.

Sampling of covered procedures	What You'll Pay²	
	Cost with Cigna Dental Care	Estimated cost without dental coverage
Adult cleaning (two per calendar year each at \$0) (additional cleanings available at \$0 each)	\$0	\$70–\$136 each
Child cleaning (two per calendar year each at \$0) (additional cleanings available at \$0 each)	\$0	\$53–\$102 each
Periodic oral evaluation	\$0	\$40–\$76
Comprehensive oral evaluation	\$0	\$62–\$118
Topical fluoride (two per calendar year each at \$0) (additional topical fluoride available at \$15 each)	\$0	\$28–\$53
X-rays – (bitewings) 2 films	\$0	\$33–\$63
X-rays – panoramic film	\$0	\$84–\$161
Sealant – per tooth	\$0	\$42–\$80
Amalgam filling (silver colored) – 2 surfaces	\$0	\$118–\$226
Composite filling (tooth-colored) – 1 surface, Anterior	\$0	\$120–\$231
Molar root canal (excluding final restoration)	\$0	\$852–\$1,640
Comprehensive orthodontics – child (up to 19th birthday) – Banding	\$0	\$1,042–\$2,005
Periodontal (gum) scaling & root planing – 1 quadrant	\$0	\$179–\$344
Periodontal (gum) maintenance	\$0	\$109–\$209
Removal/extraction of erupted tooth	\$0	\$120–\$231
Removal/extraction of impacted tooth	\$0	\$370–\$712
Crown – porcelain fused to high noble metal	\$0	\$849–\$1,634
Implant supported retainer for porcelain fused to metal fixed partial denture	\$0	\$1,097–\$2,112
Occlusal appliance, by report (for treatment of TMJ)	\$0	\$640–\$1,233

Offered by: Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, or their affiliates

DFO STANDARD VACO 09



Know what's important to you

- You can save money on a wide range of services, including:
- **Preventive care** – cleanings, fluoride, sealants, bitewing X-rays, full mouth X-rays, and more
 - **Basic care** – tooth-colored fillings (called resin or composite) and silver-colored fillings (called amalgam)
 - **Major services** – crowns, bridges, and dentures (including those placed over implants), root canals, oral surgery, extractions, treatment for (gum) disease, specialty care (with an approved referral), and more
 - **Orthodontic care** – braces for children and adults
 - **General anesthesia** – when medically necessary
 - **Teeth whitening** – using take-home bleaching trays and gel

Key plan features

- No deductibles – you don't have to reach a certain level of out-of-pocket expenses before your insurance kicks in.
- No dollar maximums – you don't have to worry about your coverage running out after your covered expenses reach a certain dollar amount.
- Easy to understand plan – the fees you pay your dentist are clearly listed on your Patient Charge Schedule (PCS).
- There are no claim forms to file and no waiting periods for coverage.
- The network general dentist you choose will manage your overall dental care.
- Covered family members can choose their own network general dentists – near home, work or school.
- You don't need a referral for children under seven to visit a network pediatric dentist. And you don't need a referral to see a network orthodontist.
- There's no age limit on sealants, which help prevent tooth decay.
- Your plan covers certain procedures to help detect oral cancer in its early stages.
- 24/7 access to the Dental Information Line – this line is staffed by trained professionals who can help if you have questions about dental treatment and clinical symptoms.

Exceptions

Procedure	Limit
Exams	Two per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Full mouth: 1 every 3 calendar years. Panorex: 1 every 3 calendar years
Crowns and inlays	Replacement every 5 years
Bridges	Replacement every 5 years
Dentures and partials	Replacement every 5 years
Relines, rebases	One every 36 months
Adjustments	Four within the first 6 months after installation
Prosthesis over implant	Replacement every 5 years if unserviceable and cannot be repaired
Temporomandibular Joint (TMJ) treatment	One occlusal orthotic device per 24 months
Athletic mouth guard	One athletic mouth guard per 12 months when listed on your PCS

Finding a network dentist is easy.

There are several ways to choose your network general dentist:

- Find a dentist at Cigna.com. Our online dental directory is updated weekly.
- Call **1.800.Cigna24 (1.800.244.6224)** to speak with a customer service representative. Our representatives can send you a customized dental directory listing via email.

Referrals are required for specialty care services. Specialty treatment plans require payment authorization for services to be covered under your plan, except for Pediatrics, Orthodontics and Endodontics. You should verify with your Network Specialty Dentist that your treatment plan has been authorized for payment by Cigna before treatment begins.

Listed below are the services or expenses which are NOT covered under your Dental Plan and which are your responsibility at the dentist's usual fees. There is no coverage for:

- Or in connection with an injury arising out of, or in the course of, any employment for wage or profit
- Charges which would not have been made in any facility, other than a hospital or a correctional institution owned or operated by the United States government or by a state or municipal government if the person had no insurance
- To the extent that payment is unlawful where the person resides when the expenses are incurred or the services are received
- The charges which the person is not legally required to pay
- Charges which would not have been made if the person had no insurance
- Due to injuries which are intentionally self-inflicted
- Services not listed on the PCS
- Services provided by a non-network dentist without Cigna Dental's prior approval (except emergencies, as described in your plan documents)³
- Services related to an injury or illness paid under workers' compensation, occupational disease or similar laws
- Services provided or paid by or through a federal or state governmental agency or authority, political subdivision or a public program, other than Medicaid
- Services required while serving in the armed forces of any country or international authority or relating to a declared or undeclared war or acts of war
- Services performed primarily for cosmetic reasons unless specifically listed on your PCS
- General anesthesia, sedation and nitrous oxide, unless specifically listed on your PCS
- Prescription medications
- Replacement of fixed and/or removable appliances (including fixed and removable orthodontic appliances) that have been lost, stolen, or damaged due to patient abuse, misuse or neglect
- Surgical implant of any type unless specifically listed on your PCS
- Services considered to be unnecessary or experimental in nature or do not meet commonly accepted dental standards
- Procedures or appliances for minor tooth guidance or to control harmful habits
- Services and supplies received from a hospital
- The completion of crowns, bridges, dentures, or root canal treatment already in progress on the effective date of your Cigna Dental coverage⁴
- The completion of implant supported prosthesis (including crowns, bridges and dentures) already in progress on the effective date of your Cigna Dental coverage, unless specifically listed on your PCS⁴
- Consultations and/or evaluations associated with services that are not covered
- Endodontic treatment and/or periodontal (gum tissue and supporting bone) surgery of teeth exhibiting a poor or hopeless periodontal prognosis
- Bone grafting and/or guided tissue regeneration when performed at the site of a tooth extraction unless specifically listed on your PCS
- Bone grafting and/or guided tissue regeneration when performed in conjunction with an apicoectomy or periradicular surgery
- Intentional root canal treatment in the absence of injury or disease to solely facilitate a restorative procedure
- Services performed by a prosthodontist
- Localized delivery of antimicrobial agents when performed alone or in the absence of traditional periodontal therapy
- Any localized delivery of antimicrobial agent procedures when more than eight (8) of these procedures are reported on the same date of service.
- Infection control and/or sterilization
- The recementation of any inlay, onlay, crown, post and core or fixed bridge within 180 days of initial placement
- The recementation of any implant supported prosthesis (including crowns, bridges and dentures) within 180 days of initial placement
- Services to correct congenital malformations, including the replacement of congenitally missing teeth
- The replacement of an occlusal guard (night guard) beyond one per any 24 consecutive month period, when this limitation is noted on the PCS
- Crowns, bridges and/or implant supported prosthesis used solely for splinting
- Resin bonded retainers and associated pontics

Should any law require coverage for any particular service(s) noted above, the exclusion or limitation for that service(s) shall not apply.

This document outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your insurance certificate or plan description. If there are any differences between the information contained here and the plan documents, the information in the plan documents takes precedence.



1. The term "DHMO" is used to refer to product designs that may differ by state of residence of enrollee, including but not limited to, prepaid plans, managed care plans, and plans with open access features.
2. Costs listed for the Cigna Dental Care plan do not vary. Estimated costs without dental coverage may vary based on location and dentists' actual charges. These estimated costs are based on charges submitted to Cigna in 2012 and are intended to reflect national average charges as of January 2015 assuming an annual cost increase of three percent. Estimates have been adjusted to reflect the 2011 Cigna DHMO geographical membership distribution.
3. **Minnesota residents:** You must visit your selected network dentist in order for the charges on the Patient Charge Schedule to apply. You may also visit other dentists that participate in our network or you may visit dentists outside the Cigna Dental Care network. If you do, the fees listed on the Patient Charge Schedule will not apply. You will be responsible for the dentist's usual fee. We will pay 50% of the value of your network benefit for those services. Of course, you'll pay less if you visit your selected Cigna Dental Care network dentist. Call Customer Services for more information.

Oklahoma residents: DHMO for Oklahoma is an Employer Group Pre-Paid Dental Plan. You may also visit dentists outside the Cigna Dental Care network. If you do, the fees listed on the Patient Charge Schedule will not apply. You will be responsible for the dentist's usual fee. We pay non-network dentists the same amount we'd pay network dentists for covered services. Of course, you'll pay less if you visit a network dentist in the Cigna Dental Care network. Call Customer Services for more information.

4. **California and Texas residents:** Treatment for conditions already in progress on the effective date of your coverage are not excluded if otherwise covered under your PCS.

Dentists who participate in Cigna's network are independent contractors solely responsible for the treatment provided and are not agents of Cigna.

DHMO insurance coverage is set forth on the following policy form numbers: CO: DE, FL, KS, NE, OH, PA, and VA: PB09; AR: HP-POL120; CA: CAPB09, CAVP/A09, or 91994D3; CT: PB09CT; IL: CG-CDC-ILL-POLICY; LA: HP-POL118; MA: HP-POL134; MI: HP-POL179; MO: PB09MO; MS: HP-POL117; NC: PB09.NC; NV: HP-POL132; NY: HP-POL130; OK: HP-POL115 (CHLIC) and GM6000 DEN201V1 (CGLIC); OR: HP-POL121; SC: HP-POL128; TN: HP-POL134; TX: PB09TX; UT: HP-POL129; WA: WAPOL05/11; and WI: HP-POL122.

"Cigna," the "Tree of Life" logo, "GO YOU" and "Cigna Dental Care" are registered service marks of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries. Cigna Dental Care plans are provided by Cigna Dental Health Plan of Arizona, Inc., Cigna Dental Health of California, Inc., Cigna Dental Health of Colorado, Inc., Cigna Dental Health of Delaware, Inc., Cigna Dental Health of Florida, Inc., **a Prepaid Limited Health Services Organization licensed under Chapter 636, Florida Statutes**, Cigna Dental Health of Kansas, Inc. (Kansas and Nebraska), Cigna Dental Health of Kentucky, Inc., Cigna Dental Health of Maryland, Inc., Cigna Dental Health of Missouri, Inc., Cigna Dental Health of New Jersey, Inc., Cigna Dental Health of North Carolina, Inc., Cigna Dental Health of Ohio, Inc., Cigna Dental Health of Pennsylvania, Inc., Cigna Dental Health of Texas, Inc., and Cigna Dental Health of Virginia, Inc. In other states, Cigna Dental Care coinsurance plans are underwritten by Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company or Cigna HealthCare of Connecticut, Inc., and administered by Cigna Dental Health, Inc.

RFP DISCLOSURE AFFIDAVIT
CORPORATE

CONTRACT NO.: _____

STATE OF NEW YORK)
 ss.
COUNTY OF)

_____, being duly sworn, deposes and says:

1. That I reside at _____

2. That I am the (office held) _____ of the (name of corporation) _____ and am fully familiar with all the facts and circumstances hereinafter set forth.
3. That the business address of (name of corporation) _____ is (address) _____

4. That said corporation was incorporated under and pursuant to the Law of the State of _____
5. That the following are the names and residences of each officer, director and shareholder: (set forth names, residences and relationship to corporation): _____

6. That the corporate stock of said corporation has not been pledged to any person nor has any agreement been made to pledge the said stock – except (if any, set forth details): _____

7. That I submit this affidavit in connection with (name of corporation) _____'s response to the Request for Proposal for _____ (enter title of contract) issued by the Town of Oyster Bay and I understand that the Town of Oyster Bay will rely upon my representations herein.
8. 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) _____

9. 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.

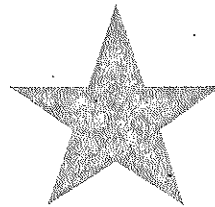
or any officer, director or partner, member or employee of the bidder, or legally or beneficially owns or controls one (1) percent or more of the stock of the bidder, or is associated with the bidder in a joint venture, or is a party to an agreement with the bidder, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable aware of such contract – except (if any set forth details – see General Municipal Law Section 809) _____

10. 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.

(signed)

Sworn to before me this _____
_____ day of _____, 201_

NOTARY PUBLIC



RFP DISCLOSURE AFFIDAVIT
INDIVIDUAL

CONTRACT NO.: _____

STATE OF NEW YORK)
 ss.
COUNTY OF)

_____, being duly sworn, deposes and says:

1. That I reside at _____

2. That I submit this affidavit in connection with my response to the Request for Proposal for _____ (enter title of contract) issued by the Town of Oyster Bay and I understand that the Town of Oyster Bay will rely upon my representations herein.
3. That I am familiar with all the facts and circumstances hereinafter set forth.
4. 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) _____

5. 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 aware of such contract – except (if any set forth details – see General Municipal Law Section 809) _____

6. 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.

(signed)

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

NOTARY PUBLIC

RFP DISCLOSURE AFFIDAVIT

PARTNERSHIP

CONTRACT NO.: _____

STATE OF NEW YORK)
)
) SS.
COUNTY OF)

_____, being duly sworn, deposes and says:

1. That I reside at _____
2. That I am a (partner, joint venture, etc.) _____ of the (name of partnership) _____ and fully familiar with all the facts and circumstances hereinafter set forth.
3. That the (name of partnership) _____ was established in (place) _____ on (date) _____.
4. That the following are the names, addresses and interests, respectively, of all partners (joint venturers, etc.) _____

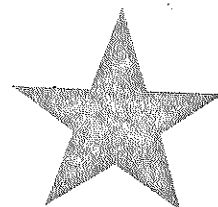
5. That I submit this affidavit in connection with (name of partnership) _____'s response to the Request for Proposal for _____ (enter title of contract) issued by the Town of Oyster Bay and I understand that the Town of Oyster Bay will rely upon my representations herein.
6. That I am not an officer or employee, and I am not related to an officer or employee of the Town of Oyster Bay – except: (if any, set forth details) _____
7. 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 aware of such contract – except (if any set forth details – see General Municipal Law Section 809)

8. 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.

(signed)

Sworn to before me this _____
day of _____, 201_

NOTARY PUBLIC



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>
LOCUST VALLEY	ELM STREET	S. 5 th STREET, southbound
MASSAPEQUA	AMHERST DRIVE	BREWSTER GATE, eastbound
	BREWSTER GATE	AMHERST DRIVE, northbound
	BREWSTER GATE	HASTINGS ROAD, southbound
	FOREST AVENUE	BROOKLYN AVENUE, east & west
	BROOKLYN AVENUE	FOREST AVENUE, southbound
	MARGARET ROAD	WALTER DRIVE, southbound
SYOSSET	SOUTHWOODS CIRCLE	BLUEBIRD DRIVE, eastbound
	BLUEBIRD DRIVE	SOUTHWOODS CIRCLE, north & south

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: MASSAPEQUA - South Merrick Road - No Stopping Here to Corner - north side - starting at the east curblane of East Shore Drive, east for a distance of 45 feet; south side - starting at the west curblane of East Shore Drive, west for a distance of 45 feet. OYSTER BAY - Ivy Street - No Stopping Anytime - east side - starting at the north curblane of Berry Hill Road, north for a distance of 200 feet. PLAINVIEW - Rex Place - No Stopping Here to Corner - west side - starting at the north curblane of Old Country Road, north for a distance of 50 feet; east side - starting at the north curblane of Old Country Road, north for a distance of 40 feet.

That the following locations be DELETED from SECTION 17-152 of the said Code: OYSTER BAY - Ivy Street - No Stopping Anytime - east side - starting at the north curblane of Berry Hill Road, north for a distance of 100 feet. No Stopping Here to Corner - east side - starting at the north curblane of Berry Hill Road, north for a distance of 40 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: MASSAPEQUA - North Central Drive - No Parking Here to Corner - west side - starting at the west curblane of Boundary Avenue, south for a distance of 35 feet; east side - starting at the east curblane of Boundary Avenue, south for a distance of 45 feet. SYOSSET - Calvin Avenue - No Parking Anytime - south side - starting at a point 150 feet east of the east curblane of Split Rock Road, east for a distance of 90 feet.

That the following locations be ADDED to SECTION 17-166 of the said Code establishing NO PARKING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs: GLEN HEAD - Todd Court - No Parking 9am to 3pm School Days - starting from the west curblane of Todd Drive North, south and then around the court ending at the east curblane of Todd Drive North. MASSAPEQUA - Carman Street - No Parking Monday through Friday - east side - starting at a point 36 feet south of the south curblane of South Merrick Road, south for a distance of 68 feet.

That the following locations be DELETED from SECTION 17-166 of the Said Code: MASSAPEQUA - Carman Street - No Parking 9am to 5pm except Saturday, Sunday and Holidays - east side - starting at a point 36 feet south of the south curblineline of South Merrick Road, south for a distance of 68 feet.

That the following location be ADDED to SECTION 17-168 of the said Code, establishing LIMITED PARKING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs HICKSVILLE - Sackett Street - One Hour Parking 8am to 6pm except Saturday, Sunday and Holidays - west side - starting at the southernmost curblineline of the dead end, north for a distance of 114 feet; west side - starting at a point 159 feet north of the southernmost curblineline of the dead end, north for a distance of 64 feet. SYOSSET - Colorado Court - Two Hour parking 9am to 5pm except Saturday, Sunday and Holidays - west side - starting at the northwest curblineline of Arizona Avenue, north for a distance of 80 feet.

That the following location be DELETED from SECTION 17-168 of the said Code: HICKSVILLE - Sackett Street - One Hour Parking 8am to 6pm except Saturday, Sunday and Holidays - west side - starting at the southernmost curblineline of the dead end, north for a distance of 219 feet; One Hour Parking except Saturday, Sunday and Holidays - west side - starting at a point 114 feet north of the southernmost curblineline of the dead end, for a distance of 45 feet.

That the following locations be ADDED to SECTION 17-184 of the said Code establishing: NO PARKING DURING CERTAIN DAYS OR HOURS, which shall be appropriately designated by posted signs: HICKSVILLE - Sackett Street - No Parking 10am to 12pm except Saturday, Sunday and Holidays - west side - starting at a point 114 feet north of the southernmost curblineline of the dead end, north for a distance of 45 feet. SYOSSET - Sherman Drive - No Parking 8am to 10am except Saturday, Sunday and Holidays - west side - starting at a point 160 feet south of the west curblineline of Ira Road, south for a distance of 65 feet.

That the following locations be ADDED to SECTION 17-215 of the said Code establishing: NO TRUCKS OVER 4 TONS EXCEPT LOCAL DELIVERY, which shall be appropriately designated by posted signs: HICKSVILLE - Chance Street - east side - No Trucks Over 4 Tons Gross Weight Except Local Delivery - 25 feet north of the north curblineline of Old Country Road. OLD BETHPAGE - Morrison Drive - No Trucks Over 4 Tons Gross Weight Except Local Delivery - south side - 25 feet east of the east curblineline of Round Swamp Road. Kingswood Drive - No Trucks Over 4 Tons Gross Weight Except Local Delivery - south side - 25 feet east of the east curblineline of Round Swamp Road. SYOSSET - Birchwood Park Drive - No Trucks Over 4 Tons Gross Weight Except Local Delivery - north side - 25 feet west of the west curblineline of South Oyster Bay Road; south side - 25 feet east of the east curblineline of Miller Place.

-#-

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 (2)
Highway
Public Safety
Public Works

WHEREAS, pursuant to Public Notice, bids were duly and regularly received on September 13, 2017, for Bid Proposal SE 007R-17, Surplus Showmobile Stage Flats and Surplus Streetlight Luminaires; and

WHEREAS, Eric Tuman, Commissioner of the Department of General Services, by memorandum dated October 2, 2017, recommended that Item 001 of Bid Proposal SE 007R-17 be awarded to Phil Congero, Glen Cove, New York, in the amount of \$401.00, as the highest responsible bidder, for the purchase of Surplus Showmobile Stage Flats, and that Item 002 of Bid Proposal SE 007R-17, for the purchase of Surplus GE Luminaires not be awarded,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and that Item 001 of Bid Proposal SE 007R-17, is hereby awarded to Phil Congero, Glen Cove, New York, as the highest responsible bidder, and that Item 002 of Bid Proposal 007R-17 for the purchase of Surplus GE Luminaires not be awarded.

-#-

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 (2)
General Services

Reviewed By
Office of Town Attorney

20
10-3-17

Town of Oyster Bay
Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: ERIC TUMAN, COMMISSIONER
GENERAL SERVICES DEPARTMENT

Date: October 2, 2017

Subject: SE 007R-17, SURPLUS STREETLIGHT LUMINAIRES AND
SURPLUS SHOWMOBILE STAGE FLATS (REBID)

OPENING DATE: September 13, 2017
CONTRACT PERIOD: October 17, 2017

Please be advised that the "Notice to Bidders" was advertised in the following newspaper:
NEWSDAY August 25, 2017

and that said notice was sent to interested parties from our vendor database.

The Town Board is hereby requested to give favorable consideration to the suggestion and recommendation to award as indicated below to the high and responsible bidder meeting specifications:

TO: PHIL CONGERO TERMS: Net FOB: Dept.
119 Frost Pond Road
Glen Cove, New York 11542

<u>ITEM</u>	<u>OFFERING</u>	<u>BID QTY</u>	<u>UNIT</u>	<u>PRICE</u>
001	Surplus Showmobile Stage Flats to include the following: <ul style="list-style-type: none">• 35 Flats• 100 legs	1	LUMP SUM	\$401.00

TOTAL AWARD \$401.00

CONTINUED ON PAGE: 2

Please be advised that Bid Proposal SE 007R-17 is being awarded to the high and responsible bidder meeting specifications.


Further be advised that as recommended by the Highway Department Item 002 will not be awarded.

The undersigned feels the best interest of the Town would be served by favorable consideration of the recommended bid.

Should the Town Board concur, may the Town Attorney's office be directed to prepare a resolution to award SE 007R-17 to the following high and responsible bidder:

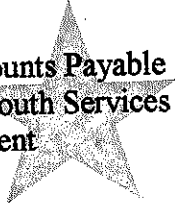
- Phil Congero \$401.00
- in accordance with the terms and conditions of Bid Proposal SE 007R-17 in the amount of \$401.00.

Bid summary sheets are attached.


Eric Tuman, Commissioner
Department of General Services

ET/sc
Attachments

cc: Town Attorney (7)
Comptrollers/Accounts Payable
Community and Youth Services
Highway Department



BID # SE 007R-17 TITLE SURPLUS STREETLIGHT LUMINAIRES & SHOWMOBILE STAGE FLATS (REBID) OPEN: SEPTEMBER 13, 2017 EXPIRATION PAGE 1 OF 1		SURPLUS SHOWMOBILE STAGE FLATS TO INCLUDE THE FOLLOWING: 35 FLATS 100 LEGS		SURPLUS GE LUMINAIRES 70W HPS 120 VOLT QTY - 250 150W HPS 120 VOLT - QTY - 20 200W HPS 120 VOLT - QTY - 144 250W HPS 120 VOLT - QTY - 34	
ITEM # QUANTITY UNIT BID		001 1 LUMP SUM		002 1 LUMP SUM	
Phil Longero 119 Frost Pond Road Glen Cove NY 11542 terms BKCK 401.00 + 5.00		401.00		5.00	
terms					
terms					
terms					
terms					

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND CHAPTER 182 OF THE CODE OF THE TOWN OF OYSTER BAY TO ADD NEW ARTICLE III ENTITLED REGULATION OF BAMBOO GROWTH IN COMMERCIAL DISTRICTS THROUGHOUT THE TOWN OF OYSTER BAY, AND TO AMEND CHAPTER 135 OF THE CODE OF THE TOWN OF OYSTER BAY TO ADD A NEW ARTICLE VIII ENTITLED 'REGULATION OF BAMBOO GROWTH IN NON-COMMERCIAL DISTRICTS THROUGHOUT THE TOWN OF OYSTER BAY'"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on October 3, 2017, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated October 12, 2017 recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 20, pertaining to "routine or continuing agency administration and management, not including new programs or major reordering or priorities that may affect the environment" and/or Item No. 27, pertaining to "adoption of regulations, policies, procedures and local legislative decisions in connection with any actions" on the Type II Actions List, and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that the adoption of such Local Law is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item Nos. 20 and 27; and be it further

RESOLVED, That said Local Law 10-17, entitled "A LOCAL LAW TO AMEND CHAPTER 182 OF THE CODE OF THE TOWN OF OYSTER BAY TO ADD NEW ARTICLE III ENTITLED REGULATION OF BAMBOO GROWTH IN COMMERCIAL DISTRICTS THROUGHOUT THE TOWN OF OYSTER BAY, AND TO AMEND CHAPTER 135 OF THE CODE OF THE TOWN OF OYSTER BAY TO ADD A NEW ARTICLE VIII ENTITLED 'REGULATION OF BAMBOO GROWTH IN NON-COMMERCIAL DISTRICTS THROUGHOUT THE TOWN OF OYSTER BAY', is hereby adopted, and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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

Supervisor 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 (2)
Planning & Development

743
Reviewed By
Office of Town Attorney

Local Law Filing

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

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

Town of Oyster Bay

Local Law No. 10 of the year 2017

A local law entitled "A LOCAL LAW TO AMEND CHAPTER 182 OF THE CODE OF THE TOWN OF OYSTER BAY TO ADD NEW ARTICLE III ENTITLED REGULATION OF BAMBOO GROWTH IN COMMERCIAL DISTRICTS THROUGHOUT THE TOWN OF OYSTER BAY, AND TO AMEND CHAPTER 135 OF THE CODE OF THE TOWN OF OYSTER BAY TO ADD A NEW ARTICLE VIII"

Be it enacted by the Town Board
of the
(Name of Legislative Body)

Town of Oyster Bay as follows:

Section 1.

CHAPTER 182 – PROPERTY MAINTENANCE, INDUSTRIAL AND COMMERCIAL

ADD:

Article III – Regulation of Bamboo Growth in Commercial Districts throughout the Town of Oyster Bay

§182-24 Purpose and Intent.

The purpose of this article is to control the damaging spread of certain invasive species of Bamboo, so as to preserve and protect private and public property, protect indigenous flora and native wildlife habitat, and maintain the general welfare of the residents of the Town of Oyster Bay.

§182-25 Definitions.

For purposes of this Article:

BAMBOO shall be defined as woody grass of the subfamily Bambusoideae, tribe Bambuseae, including varieties classified as "Running Bamboo" and "Clumping Bamboo" as defined in this Article.

BAMBOO OWNER shall be defined as a property owner in the Town of Oyster Bay who has planted or grown or caused the planting or growing of Bamboo on his property and/or has permitted or permits the growing of Bamboo that has encroached onto his property after originating on and spreading from an adjoining or neighboring property.

CLUMPING BAMBOO shall be defined as a plant of any species of Bamboo with a pachymorph or sympodial rhizome system, in which the rhizomes tend to curve upward in close proximity to their point of origin and the lateral spread of the rhizomes tends to be limited, generally only a few inches or less each year. Clumping Bamboo genera include: *Ampelocalamus*, *Bambusa*, *Borinda*, *Chusquea*, *Dendrocalamus*, *Dinochloa*, *Drepanostachyum*, *Fargesia*, *Himalayacalamus*, *Otatea*, *Thamnocalamus*, *Thyrostachys*, and *Yushania*.

RUNNING BAMBOO shall be defined as a plant or any portion of a plant of any species of Bamboo with a leptomorph or monopodial rhizome system, in which the rhizomes tend to grow laterally outward from their point of origin, at rates measured in multiple feet per year in many cases. By virtue of this aggressive rhizome growth pattern, Running Bamboo generally is viewed as being invasive and is the predominant variety of Bamboo that creates a nuisance and causes damage to adjacent properties. Running Bamboo genera include: *Acidosasa*, *Arundinaria*, *Bashania*, *Brachystachyum*, *Chimonobambusa*, *Gelidocalamus*, *Indocalamus*, *Indosasa*, *Ochlandra*, *Phyllostachys*, *Pleioblastus*, *Pseudosasa*, *Sasa*, *Sasaella*, *Semiarundinaria*, *Shibataea*, and *Sinobambusa*.

§182-26. Applicability.

For purposes of this Article, the occurrence of Bamboo growing upon a property shall constitute presumptive evidence that the growing of Bamboo on the property shall have occurred with the consent and knowledge of the owner of such property, except that such property owner shall not be presumed to be a Bamboo Owner if the property owner did not plant or grow or cause said Bamboo to be planted or grown on his property and he shall provide the Department of Planning and Development with proof, satisfactory to the Commissioner of Planning and Development, that within a reasonable period of time after he first learned of the encroachment of Bamboo onto his property from an adjoining or neighboring property he advised the owner of such adjoining or neighboring property of his objection to the encroachment of Bamboo onto his property and/or initiated steps for the removal of the Bamboo from his property.

§182-27. Prohibition Regarding Running Bamboo.

It shall be unlawful to plant, replant, transplant, install, re-install, discard or dump Running Bamboo on any property in the Town of Oyster Bay subsequent to the effective date of this Article.

§182-28. Regulation.

A. Any Running Bamboo that is present on a property in the Town of Oyster Bay on the effective date of this Article shall be allowed to remain on such property provided that the following conditions are complied with:

- (i) The root and rhizome system of such Bamboo is entirely contained within an above-ground-level planter, barrel, or other vessel of such design, material and location as to entirely prevent the spread/growth of the Bamboo plant's root and rhizome system beyond the container in which it is planted; or
- (ii) The root and rhizome system of such Bamboo is contained within a barrier, constructed in accordance with the following specifications, and only after a permit is issued by the Department of Planning and Development:
 - (a) The barrier itself shall be composed of high density polypropylene or polyethylene, 40 mil or heavier;

(b) Each portion or sheet of the barrier shall be secured or joined together by the use of stainless steel clamps or stainless steel closure strips designed for such barriers;

(c) The barrier shall be installed not less than 30 inches deep;

(d) The barrier shall be circular or oblong shaped;

(e) Not less than three inches of the barrier shall protrude above ground level around the entire perimeter of the barrier; and

(f) When installed, the barrier shall slant outward from the bottom to the top.

(iii) Whether planted or growing in a container (under subparagraph (i) above) or contained within a barrier (under subparagraph (ii) above), any and all Running Bamboo that is allowed to remain in place on any property in the Town of Oyster Bay pursuant to this paragraph shall be located, trimmed, and maintained so that no part of such Bamboo (including stalks, branches, stems, leaves, roots, and/or rhizomes) shall be located nearer than ten (10) feet from any property line.

B. In the event that Bamboo is found to have invaded, spread or encroached onto any adjoining or neighboring property or right-of-way, such Bamboo shall be presumed to be classified as Running Bamboo. This presumption shall be rebuttable.

C. Any person who grows, Running Bamboo or allows Running Bamboo to grow within the Town of Oyster Bay after the effective date of this Article, except as under the conditions set forth in paragraph A above, shall be deemed to be in violation of this Article, and shall be subject to such penalties as are set forth hereunder.

D. Any Running Bamboo existing on a property in the Town of Oyster Bay prior to the effective date of this Article may not be replanted or replaced in-kind, or replaced with any other species of Running Bamboo, once such Bamboo is or has become, for any reason, dead, destroyed, uprooted or otherwise removed.

E. The growing, planting, replanting, transplanting, installation, and re-installation of Clumping Bamboo shall be allowed in the Town of Oyster Bay provided that the following conditions are complied with:

(i) A permit for such Bamboo is issued by the Department of Planning and Development;

(ii) Such Bamboo shall be located, trimmed, and maintained so that no part of the plant (including stalks, branches, stems, leaves, roots, and/or rhizomes) shall be located nearer than ten (10) feet from any property line;

(iii) In the event that the growing or planting of Clumping Bamboo results in encroachment of such Bamboo onto an adjoining or neighboring property or right-of-way, in addition to requiring the removal by the Bamboo Owner of all such Bamboo that encroaches onto said adjoining or neighboring property or right-of-way in accordance with §182-28G and §182-29 herein, the Commissioner of the Department of Planning and Development shall have the authority to direct and require that the Bamboo Owner undertake appropriate measures to prevent the future encroachment of Bamboo across the property line, including, but not limited to, the installation of a barrier as specified in §182-28.A(ii) herein.

F. Clumping Bamboo planted in a portable container or portable containers shall be exempted from the permitting provisions of §182-28.E(i) herein. A portable container for the purposes of this provision shall be defined as an above-ground-level planter, barrel, or other vessel of such design, material and location as to entirely prevent the spread/growth of the Bamboo plant's root and rhizome system beyond the container in which it is planted.

G. Each Bamboo Owner shall be responsible to ensure that the Bamboo planted or growing on his property does not at any time encroach or grow upon any adjoining or neighboring property or properties, including all public property and rights-of-way held by the Town of Oyster Bay, and shall be required to take such measures as are reasonably expected to prevent such Bamboo from invading or growing onto adjoining or neighboring properties. Such measures shall include, but not be limited to, installation of sheathing comprised of metal or other material impenetrable by Bamboo at a sufficient depth within the property line or lines where the Bamboo is planted or is growing to prevent the growth or encroachment upon adjoining or neighboring property by said Bamboo, as set forth in §182-28.A(ii) herein. The Commissioner of the Department of Planning and Development may from time to time prescribe such rules and regulations as may be necessary to give effect to this Article.

H. Removal of Bamboo Encroaching onto Property Other than Town of Oyster Bay Property:

(i) In the event that Bamboo growing on a Bamboo Owner's property invades, spreads or encroaches from his property onto an adjoining or neighboring property, other than property that is owned or held on behalf of the Town of Oyster Bay, and the adjoining or neighboring property owner notifies the Town of such encroachment of Bamboo onto his property, the Town shall then notify the Bamboo Owner that the Bamboo which said Bamboo Owner had planted or caused to be planted or had grown or permitted to grow on his property has encroached onto the adjoining or neighboring property, and that the Bamboo Owner is responsible, at his sole cost, for the removal of such Bamboo from the adjoining or neighboring property. This notice shall be sent to the Bamboo owner in the manner specified in §182-11.

(ii) The failure of the Bamboo Owner, or the Bamboo Owner's contractor or agent, to remove all Bamboo on the adjoining or neighboring property that has encroached thereon from the Bamboo Owner's property within thirty (30) days from the date the Town first deposited the notice as provided in subparagraph (i) above shall be a violation of this Article.

§182-29. Removal of Bamboo Encroaching onto Town of Oyster Bay Property.

A. In the event that Bamboo growing on a Bamboo Owner's property invades, spreads, or encroaches onto an adjoining or neighboring property or right-of-way that is owned or held on behalf of the Town of Oyster Bay, the Town shall notify the Bamboo Owner that the Bamboo said Bamboo Owner had planted or caused to be planted or had grown or permitted to grow on his property has invaded Town property, and that the Bamboo Owner, at his sole cost, is responsible for the removal of such Bamboo from the Town property. This notice shall be sent to the Bamboo owner in the manner specified in §182-11.

B. In the event that the Bamboo Owner, or the Bamboo Owner's contractor or agent, does not remove said Bamboo from the Town property, or does not make an arrangement with the Town for removal of such Bamboo within thirty (30) days from the date the Town first deposited the notice as provided in §182-29.A above with the United States Postal Service, then the Town, at its discretion, may remove or arrange for the removal of such Bamboo from the Town property. The Bamboo Owner shall be liable and responsible to the Town for the Town's costs in removing the Bamboo from the Town property. In the event that the costs remain unpaid more than thirty (30) days after demand for payment has been made by the Town on the Bamboo Owner, such costs may be assessed against the property of the Bamboo owner in accordance with §182-22(C).

C. In the event that the Town is compelled to undertake the removal or to contract for the removal of Bamboo, as provided for in §182-29.B above, neither the Town nor its employees shall have any liability for damages or other claims to the Bamboo Owner by reason of the

removal of such Bamboo. In the event such removal entails or causes damages to the flora or other property of a person other than the property of the Bamboo Owner, the Bamboo Owner in violation of this Article shall be responsible for such damages.

§182-30. Permits.

A. Applications for permits pursuant to this Article shall be of a content and format as determined by the Commissioner of Planning and Development.

B. Fees for permits issued pursuant to this Article shall be in accordance with a fee schedule established by the Commissioner of the Department of Planning and Development.

§182-31. Notification.

Within thirty (30) days after the effective date of this Article the Town shall give notice by reasonable means to all property owners in the Town advising them of the enactment of this Article and requesting that each property owner who would be deemed a Bamboo Owner hereunder as of the effective date of this Article notify the Town in writing no later than sixty (60) days after the date of the aforementioned notice from the Town that Bamboo is present on the property of such property owner and such other information as may be requested in the notice from the Town.

§182-32. Violations and Penalties.

A. Violations. Any Bamboo owner who violates any of the provisions of this Article shall be guilty of a violation thereof. Each and every week that a violation of this Article shall exist shall constitute a separate additional violation of this Article.

B. Penalties.

(i) A violation of any provision of this Article shall be subject to a fine not exceeding \$350 for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$350 nor more than \$700; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$700 nor more than \$1,000. However, for the purpose of conferring jurisdiction upon courts and judicial offices, generally, violations of this article or of such ordinance or regulation shall be deemed Violations, and, for such purpose only, all provisions of law relating to Violations shall apply to such violations. Each week's continued violation shall constitute a separate additional violation. Any fine imposed under this section shall be exclusive of costs to be charged to the owner of the property under § 182-22C.

(ii) The Town may also pursue civil or injunctive relief irrespective of any determination to prosecute for a violation of this Article.

§ 182-32.1. Violation of directives.

In addition to and notwithstanding any other remedy for an offense against this Article, any Bamboo owner violating a directive issued by the Commissioner or his/her duly authorized representative, made pursuant to the provisions of this Article, shall be guilty of a violation punishable by a fine not exceeding \$900.

Section 2.

CHAPTER 135– HOUSING STANDARDS

ADD:

Article VIII – Regulation of Bamboo Growth in Non-Commercial Districts throughout the Town of Oyster Bay

§135-56 Purpose and Intent.

The purpose of this article is to control the damaging spread of certain invasive species of Bamboo, so as to preserve and protect private and public property, protect indigenous flora and native wildlife habitat, and maintain the general welfare of the residents of the Town of Oyster Bay.

§135-57 Definitions.

For purposes of this Article:

BAMBOO shall be defined as woody grass of the subfamily Bambusoideae, tribe Bambuseae, including varieties classified as “Running Bamboo” and “Clumping Bamboo” as defined in this Article.

BAMBOO OWNER shall be defined as a property owner in the Town of Oyster Bay who has planted or grown or caused the planting or growing of Bamboo on his property and/or has permitted or permits the growing of Bamboo that has encroached onto his property after originating on and spreading from an adjoining or neighboring property.

CLUMPING BAMBOO shall be defined as a plant of any species of Bamboo with a pachymorph or sympodial rhizome system, in which the rhizomes tend to curve upward in close proximity to their point of origin and the lateral spread of the rhizomes tends to be limited, generally only a few inches or less each year. Clumping Bamboo genera include: *Ampelocalamus*, *Bambusa*, *Borinda*, *Chusquea*, *Dendrocalamus*, *Dinochloa*, *Drepanostachyum*, *Fargesia*, *Himalayacalamus*, *Otatea*, *Thamnocalamus*, *Thyrostachys*, and *Yushania*.

RUNNING BAMBOO shall be defined as a plant or any portion of a plant of any species of Bamboo with a leptomorph or monopodial rhizome system, in which the rhizomes tend to grow laterally outward from their point of origin, at rates measured in multiple feet per year in many cases. By virtue of this aggressive rhizome growth pattern, Running Bamboo generally is viewed as being invasive and is the predominant variety of Bamboo that creates a nuisance and causes damage to adjacent properties. Running Bamboo genera include: *Acidosasa*, *Arundinaria*, *Bashania*, *Brachystachyum*, *Chimonobambusa*, *Gelidocalamus*, *Indocalamus*, *Indosasa*, *Ochlandra*, *Phyllostachys*, *Pleioblastus*, *Pseudosasa*, *Sasa*, *Sasaella*, *Semiarundinaria*, *Shibataea*, and *Sinobambusa*.

§135-58. Applicability.

For purposes of this Article, the occurrence of Bamboo growing upon a property shall constitute presumptive evidence that the growing of Bamboo on the property shall have occurred with the consent and knowledge of the owner of such property, except that such property owner shall not be presumed to be a Bamboo Owner if the property owner did not plant or grow or cause said Bamboo to be planted or grown on his property and he shall provide the Department of Planning and Development with proof, satisfactory to the Commissioner of Planning and Development, that within a reasonable period of time after he first learned of the encroachment of Bamboo onto his property from an adjoining or neighboring property he advised the owner of such adjoining or neighboring property of his objection to the encroachment of Bamboo onto his property and/or initiated steps for the removal of the Bamboo from his property.

§135-59. Prohibition Regarding Running Bamboo.

It shall be unlawful to plant, replant, transplant, install, re-install, discard or dump Running Bamboo on any property in the Town of Oyster Bay subsequent to the effective date of this Article.

§135-60. Regulation.

A. Any Running Bamboo that is present on a property in the Town of Oyster Bay on the effective date of this Article shall be allowed to remain on such property provided that the following conditions are complied with:

- (i) The root and rhizome system of such Bamboo is entirely contained within an above-ground-level planter, barrel, or other vessel of such design, material and location as to entirely prevent the spread/growth of the Bamboo plant's root and rhizome system beyond the container in which it is planted; or
- (ii) The root and rhizome system of such Bamboo is contained within a barrier, constructed in accordance with the following specifications, and only after a permit is issued by the Department of Planning and Development:
 - (a) The barrier itself shall be composed of high density polypropylene or polyethylene, 40 mil or heavier;
 - (b) Each portion or sheet of the barrier shall be secured or joined together by the use of stainless steel clamps or stainless steel closure strips designed for such barriers;
 - (c) The barrier shall be installed not less than 30 inches deep;
 - (d) The barrier shall be circular or oblong shaped;
 - (e) Not less than three inches of the barrier shall protrude above ground level around the entire perimeter of the barrier; and
 - (f) When installed, the barrier shall slant outward from the bottom to the top.
- (iii) Whether planted or growing in a container (under subparagraph (i) above) or contained within a barrier (under subparagraph (ii) above), any and all Running Bamboo that is allowed to remain in place on any property in the Town of Oyster Bay pursuant to this paragraph shall be located, trimmed, and maintained so that no part of such Bamboo (including stalks, branches, stems, leaves, roots, and/or rhizomes) shall be located nearer than ten (10) feet from any property line.

B. In the event that Bamboo is found to have invaded, spread or encroached onto any adjoining or neighboring property or right-of-way, such Bamboo shall be presumed to be classified as Running Bamboo. This presumption shall be rebuttable.

C. Any person who grows, Running Bamboo or allows Running Bamboo to grow within the Town of Oyster Bay after the effective date of this Article, except as under the conditions set forth in paragraph A above, shall be deemed to be in violation of this Article, and shall be subject to such penalties as are set forth hereunder.

D. Any Running Bamboo existing on a property in the Town of Oyster Bay prior to the effective date of this Article may not be replanted or replaced in-kind, or replaced with any other species of Running Bamboo, once such Bamboo is or has become, for any reason, dead, destroyed, uprooted or otherwise removed.

E. The growing, planting, replanting, transplanting, installation, and re-installation of Clumping Bamboo shall be allowed in the Town of Oyster Bay provided that the following conditions are complied with:

- (i) A permit for such Bamboo is issued by the Department of Planning and Development;

(ii) Such Bamboo shall be located, trimmed, and maintained so that no part of the plant (including stalks, branches, stems, leaves, roots, and/or rhizomes) shall be located nearer than ten (10) feet from any property line;

(iii) In the event that the growing or planting of Clumping Bamboo results in encroachment of such Bamboo onto an adjoining or neighboring property or right-of-way, in addition to requiring the removal by the Bamboo Owner of all such Bamboo that encroaches onto said adjoining or neighboring property or right-of-way in accordance with §135-60G and §135-61 herein, the Commissioner of the Department of Planning and Development shall have the authority to direct and require that the Bamboo Owner undertake appropriate measures to prevent the future encroachment of Bamboo across the property line, including, but not limited to, the installation of a barrier as specified in §135-60.A(ii) herein.

F. Clumping Bamboo planted in a portable container or portable containers shall be exempted from the permitting provisions of §135-60.E(i) herein. A portable container for the purposes of this provision shall be defined as an above-ground-level planter, barrel, or other vessel of such design, material and location as to entirely prevent the spread/growth of the Bamboo plant's root and rhizome system beyond the container in which it is planted.

G. Each Bamboo Owner shall be responsible to ensure that the Bamboo planted or growing on his property does not at any time encroach or grow upon any adjoining or neighboring property or properties, including all public property and rights-of-way held by the Town of Oyster Bay, and shall be required to take such measures as are reasonably expected to prevent such Bamboo from invading or growing onto adjoining or neighboring properties. Such measures shall include, but not be limited to, installation of sheathing comprised of metal or other material impenetrable by Bamboo at a sufficient depth within the property line or lines where the Bamboo is planted or is growing to prevent the growth or encroachment upon adjoining or neighboring property by said Bamboo, as set forth in §135-60.A(ii) herein. The Commissioner of the Department of Planning and Development may from time to time prescribe such rules and regulations as may be necessary to give effect to this Article.

H. Removal of Bamboo Encroaching onto Property Other than Town of Oyster Bay Property:

(i) In the event that Bamboo growing on a Bamboo Owner's property invades, spreads or encroaches from his property onto an adjoining or neighboring property, other than property that is owned or held on behalf of the Town of Oyster Bay, and the adjoining or neighboring property owner notifies the Town of such encroachment of Bamboo onto his property, the Town shall then notify the Bamboo Owner that the Bamboo which said Bamboo Owner had planted or caused to be planted or had grown or permitted to grow on his property has encroached onto the adjoining or neighboring property, and that the Bamboo Owner is responsible, at his sole cost, for the removal of such Bamboo from the adjoining or neighboring property. This notice shall be sent to the Bamboo owner in the manner specified in §135-53.

(ii) The failure of the Bamboo Owner, or the Bamboo Owner's contractor or agent, to remove all Bamboo on the adjoining or neighboring property that has encroached thereon from the Bamboo Owner's property within thirty (30) days from the date the Town first deposited the notice as provided in subparagraph (i) above shall be a violation of this Article.

§135-61. Removal of Bamboo Encroaching onto Town of Oyster Bay Property.

A. In the event that Bamboo growing on a Bamboo Owner's property invades, spreads, or encroaches onto an adjoining or neighboring property or right-of-way that is owned or held on behalf of the Town of Oyster Bay, the Town shall notify the Bamboo Owner that the Bamboo

said Bamboo Owner had planted or caused to be planted or had grown or permitted to grow on his property has invaded Town property, and that the Bamboo Owner, at his sole cost, is responsible for the removal of such Bamboo from the Town property. This notice shall be sent to the Bamboo owner in the manner specified in §135-53.

B. In the event that the Bamboo Owner, or the Bamboo Owner's contractor or agent, does not remove said Bamboo from the Town property, or does not make an arrangement with the Town for removal of such Bamboo within thirty (30) days from the date the Town first deposited the notice as provided in §135-61.A above with the United States Postal Service, then the Town, at its discretion, may remove or arrange for the removal of such Bamboo from the Town property. The Bamboo Owner shall be liable and responsible to the Town for the Town's costs in removing the Bamboo from the Town property. In the event that the costs remain unpaid more than thirty (30) days after demand for payment has been made by the Town on the Bamboo Owner, such costs may be assessed against the property of the Bamboo owner in accordance with §135-54(C).

C. In the event that the Town is compelled to undertake the removal or to contract for the removal of Bamboo, as provided for in §135-61.B above, neither the Town nor its employees shall have any liability for damages or other claims to the Bamboo Owner by reason of the removal of such Bamboo. In the event such removal entails or causes damages to the flora or other property of a person other than the property of the Bamboo Owner, the Bamboo Owner in violation of this Article shall be responsible for such damages.

§135-62. Permits.

A. Applications for permits pursuant to this Article shall be of a content and format as determined by the Commissioner of Planning and Development.

B. Fees for permits issued pursuant to this Article shall be in accordance with a fee schedule established by the Commissioner of the Department of Planning and Development.

§135-63. Notification.

Within thirty (30) days after the effective date of this Article the Town shall give notice by reasonable means to all property owners in the Town advising them of the enactment of this Article and requesting that each property owner who would be deemed a Bamboo Owner hereunder as of the effective date of this Article notify the Town in writing no later than sixty (60) days after the date of the aforementioned notice from the Town that Bamboo is present on the property of such property owner and such other information as may be requested in the notice from the Town.

§135-64. Violations and Penalties.

A. Violations. Any Bamboo owner who violates any of the provisions of this Article shall be guilty of a violation thereof. Each and every week that a violation of this Article shall exist shall constitute a separate additional violation of this Article.

B. Penalties.

- (i) A violation of any provision of this Article shall be subject to a fine not exceeding \$350 for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than \$350 nor more than \$700; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than \$700 nor more than \$1,000. However, for the purpose of conferring jurisdiction upon courts and judicial offices, generally, violations of this article or of such ordinance or regulation shall be deemed Violations, and, for such purpose only, all provisions of law relating to Violations shall apply to such violations. Each week's continued violation shall constitute

a separate additional violation. Any fine imposed under this section shall be exclusive of costs to be charged to the owner of the property under § 135-54.

(ii) The Town may also pursue civil or injunctive relief irrespective of any determination to prosecute for a violation of this Article.

§ 135-64.1. Violation of directives.

In addition to and notwithstanding any other remedy for an offense against this Article, any Bamboo owner violating a directive issued by the Commissioner or his/her duly authorized representative, made pursuant to the provisions of this Article, shall be guilty of a violation punishable by a fine not exceeding \$900.

Section 3. SEQRA Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(20) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Section 4. Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Section 5. This local law shall become effective immediately upon filing with the Secretary of State.

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

1. (Final adoption by local legislative body only).

I hereby certify that the local law annexed hereto, designated as local law No. 10 of
2017 of the Town of Oyster Bay was duly passed by the Town Board on October 17 2017,
in accordance with the applicable provisions of law.



Clerk of the Town of Oyster Bay

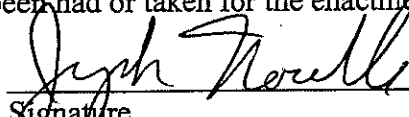
(Seal)

Date: October 17, 2017

(Certification to be executed by Town Attorney).

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that
all proper proceedings have been had or taken for the enactment of the local law annexed hereto.



Signature
Town Attorney

Title

Town of Oyster Bay

Date: October 17 2017

S:\Attorney\LOCAL LAWS\LAC 182 BAMBOO\LL.docx

WHEREAS, Charles Razenson, Committee Member, Bethpage Fire Department Engine Company 7, 225 Broadway, Bethpage, NY 11714 by letter dated March 17, 2017, has requested the closure of Municipal Parking Fields B-1 and B-4 from Saturday, October 21, 2017 at 6:00 p.m. until Sunday, October 22, 2017 at 9:00 p.m., and the closure of Benkert Street and Washington Street in Bethpage, on Sunday, October 22, 2017 from 6:00 a.m. to 9:00 p.m., with a rain date of Sunday, October 29, 2017, the placement of temporary "No Parking" signs in Municipal Parking Fields B-1 and B-4 at the abovementioned dates and time, the use of forty (40) complete barricades and forty (40) SORT pails, to be dropped off on Friday, October 20, 2017 and picked up on Monday, October 23, 2017, to the Bethpage Fire Department Engine Company 7, for the Fire Company's Annual Street Fair; and

WHEREAS, John Bishop, Deputy Commissioner, Highway Department, by memorandum dated October 10, 2017, has advised that forty (40) complete barricades and forty (40) SORT pails, which will be delivered on Friday, October 20, 2017 and picked up on Monday, October 23, 2017, will not be otherwise required for use by the Town at that time, and that the Highway Department has no objection to providing same to the Bethpage Fire Department Engine Company 7 for their Annual Street Fair and has no objection to closing the parking fields and streets as requested; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned requests are hereby approved, and the Highway Department is hereby authorized to close Municipal Parking Fields B-1 and B-4 from Saturday, October 21, 2017 at 6:00 p.m. until Sunday, October 22, 2017 at 9:00 p.m., and to close Benkert Street and Washington Street in Bethpage, on Sunday, October 22, 2017 from 6:00 a.m. to 9:00 p.m., with a rain date of Sunday, October 29, 2017, to place temporary "No Parking" signs in Municipal Parking Fields B-1 and B-4 at the abovementioned dates and time, and to allow the use of forty (40) complete barricades and forty (40) SORT pails, to be dropped off on Friday, October 20, 2017 and picked up on Monday, October 23, 2017, by the Bethpage Fire Department Engine Company 7, for the Fire Company's Annual Street Fair, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities; 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, and \$2,000,000 general aggregate, naming the Town of Oyster Bay and the County of Nassau as additional insureds, 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 (2)
Highway
Public Safety
Public Works

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686

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 10, 2017

TO: MEMORANDUM DOCKET

FROM: JOHN BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: BETHPAGE FIRE DEPARTMENT ENGINE COMPANY SEVEN
ANNUAL STREET FAIR -- OCTOBER 22, 2017

Enclosed please find a copy of the letter from Charles Razenson, Committee Member, requesting our assistance on behalf of the Bethpage Fire Department Engine Company Seven in hosting its annual Street Fair on Sunday, October 22, 2017 with a rain date of Sunday, October 29, 2017. The fair is to be held on Benkert Street at Broadway to Stewart Avenue and Washington Street from Broadway. Municipal Parking Fields B-1 and B-4 will be utilized for the fair.

The Highway Department has no objection to the closure of Benkert Street and Washington Street on Sunday, October 22, 2017 from 6:00 am until 9:00 pm for the street fair. In addition, Municipal Parking Fields B-1 and B-4 located off Stewart Avenue in Bethpage are to be closed from Saturday, October 21 at 6:00 pm through Sunday, October 22, 2017 at 9:00 pm. The organization is requesting the posting of temporary 'No Parking' signs in the Parking Fields on the above mentioned dates and times. If the rain date of October 29, 2017 needs to be utilized, the same requests will apply. Parks Department fees are in conjunction with Resolution #174-2017, pertaining to permits for show mobile.

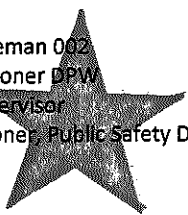
Further, the Highway Department will be pleased to provide forty (40) complete barricades and forty (40) yellow recycling pails for the event, from October 20, 2017 through October 30, 2017, in the event the rain date is utilized.

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


JOHN BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JB/taw

C: Town Attorney (7) copies
Doug Robalino, General Foreman 002
Richard Lenz, P.E., Commissioner DPW
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Public Safety Department



ENGINE 7 COMPANY

BETHPAGE FIRE DEPARTMENT
DUNN - HASSETT PLAZA
225 BROADWAY - BETHPAGE, NY 11714
516-933-6317

CAPTAIN GLENN LODIGEIT
1ST LIEUTENANT VINCENT A. CICCOLELLA, JR.
2ND LIEUTENANT MIKE HENRY, SR.

SECRETARY JAMES DUNN
TREASURER ERNIE FIKAR

March 17th 2017

Commissioner
Highway Department
150 Miller Place
Syosset, NY 11791

+ B-4
We are going to ask to close parking lot B1 in Bethpage from October 22nd from 6am to 9pm. We will need the Parking lot closed off at 6PM on October 21st
Rain Date will be October 29th

We will be closing Bankert and Washington Streets also on October 22nd 6am to 9pm
Needed for the event:

Trash cans. (40)

Show Mobile

Wood barricades(40)

We will want these on October 20th and picked up on Monday the 23rd 2016

Clean up sweeper from town after Midnight October 24^h as was done in the past

Trash collection will be handled in one stop in parking lot.

Insurance paperwork can be gotten from

Montana Agency 938-3600 779-4011

They will fax over any paperwork you request.

Any questions please call my cell @ 516- [REDACTED]

Can a larger sign be put up in Middle of Parking lot saying lot is closed on dates we need.

Thank you very much in this matter


Charles Razenson
Committee Member





CERTIFICATE OF LIABILITY INSURANCE

BETHP-2

OP ID: BA

DATE (MM/DD/YYYY)
10/10/17

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
Montana Agency Inc.
115 North Broadway
Hicksville, NY 11801
Montana Agency Inc.

CONTACT NAME: Montana Agency Inc.

PHONE (A/C No. Ext): 516-938-3600

FAX (A/C No.): 516-935-3535

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: PHILADELPHIA INS CO

230850

INSURED
Bethpage Fire Dept EngCo Seven
Charlie Razenson
225 Broadway
Bethpage, NY 11714

INSURER B:

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	EV02375	10/1/17	10/31/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N NTA				

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

RE: BETHPAGE STREET FAIR; EVENT DATES 10/22/17 (RAIN DATE 10/29/17)
LOCATION: BROADWAY (NEAR POWELL AVE) BETHPAGE, NY. CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR AS RESPECTS TO THE OPERATIONS OF THE NAMED INSURED IN CONNECTION WITH THE REFERENCED EVENT PER FORM PL-AS-010. COVERAGE INCLUDES SET UP AND TAKE DOWN PERIODS.

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

Barbara Abbondando

Reviewed By

Office of Town Attorney

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ACORD 25 (2014/01)

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POLICY #EV02375

PI-AS-010 (04/2004)

Bethpage Fire Dept Eng C6 Seven-Insured
Town of Oyster Bay - Additional Insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS
OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS**

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

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.
2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
 - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters

Reviewed By
Office of Town Attorney

Page 1 of 1

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

This Agreement is made this 21st day of March 2017, by Engine 7 Company BP Fire Department
(Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or
equipment located at and/or described as Spainville 40 Lane, 40 Lanes
no parking Signs 0-1, A-4

For the event described as Street Fair
The property/equipment is need from 10/30/17 to 10/30/17 rain date
The event for which the property and/or equipment is requested () is (☒) is not a not a profit making
event.

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

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

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

Name of Organization:

Engine 7 Company BP Fire Department

Address of Organization:

325 Broad Way
Dethpige NY 11714

By: [Signature]
Authorized Representative

Title: Committee Member

Telephone Number: 516- [Redacted]

Reviewed By
Office of Town Attorney

[Signature]

DATE: 3/23/17

TO: HIGHWAY OPERATIONS

SUBJECT: Bethpage Engine 7 Street Fair

PLEASE DELIVER TO:

DATE OF EVENT: 10/22/17, RD 10/29

Parking Lot B-1
Bethpage

SNOW FENCE:

BARRICADES: 40

CONTACT:
Charles Razenson
516- [REDACTED]

CONES:

SHORT PAILS: 40

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 10/20/17

PICKUP ON: 10/23/17

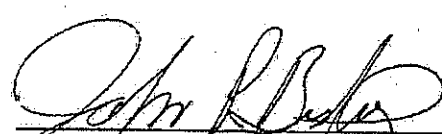
SWEEPING BEFORE AFFAIR IS NEEDED:

XX after event

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 ACTING COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Ray Sweirkowski, Area Foreman 023
Jeff VanNostrand
Public Safety Division


Rich Porcelli, DPW Admin
John Guarino, SORT Supervisor

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 23, 2016, authorized the Highway Department to clean up the premises located at 107 Lawrence Street, Farmingdale, New York 11735, also known as Section 49, Block 229, Lot 2 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 2, 2017, 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 28, 2016, in the total amount of \$2,215.62, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated October 2, 2017, 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 \$2,215.62 may be assessed by the Legislature of the County of Nassau against the parcel known as 107 Lawrence Street, Farmingdale, New York 11735, also known as Section 49, Block 229, Lot 2 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

Supervisor 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 (2)
Planning & Development
Highway

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: October 2, 2017

SUBJECT: Property Cleanup Assessment
107 Lawrence Street, Farmingdale, New York 11735
Section 49, Block 229, Lot 2

The Department of Planning and Development, by memorandum dated September 23, 2016, directed the Highway Department to clean the premises located at 107 Lawrence Street, Farmingdale, New York 11735, also known as Section 49, Block 229, Lot 2 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, 2016, advised that the property was cleaned by a crew from the Highway Department on September 28, 2016. The cost incurred by the Town of Oyster Bay was \$2,215.62.

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.

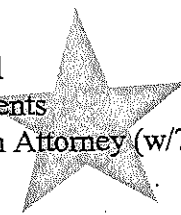
Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

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



S:\DBS\Cleanups MD & Reso\MD 107 Lawrence St 10.2.17.doc

2017-6098

Need it

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 23, 2016

To: JOHN BISHOP, ACTING COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF CODE ENFORCEMENT
Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT
Subject: 107 Lawrence Street Farmingdale, NY 11735
SBL: 49-229-2

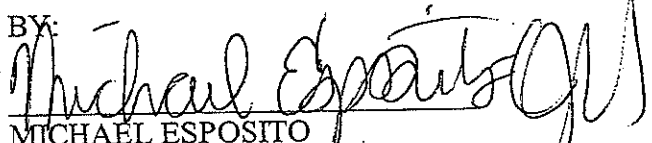
Notice of Violation (No.16277) was issued to the owner of the above-referenced premises for property non-maintenance on 8/31/2016, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

DEPUTY
COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js
cc: Leonard Genova, Town Attorney



THIS INDENTURE, made the 3rd day of March, nineteen hundred and eighty-nine
BETWEEN
MARTIN STEIN, residing at 190-30 28th Avenue, Flushing,
New York, and JANIS CURTIN STEIN, residing at
107 Lawrence Street, Farmingdale, New York,

party of the first part, and

JANIS CURTIN, residing at 107 Lawrence Street,
Farmingdale, New York

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 to-wit: at Farmingdale, Town of Oyster Bay, County of Nassau, State of New York, known as and by lot 2 in Block 229 on a certain map entitled, "Map of Pinehurst, Section No. 1, situated near Farmingdale, Nassau County, New York, surveyed March 1951, Baldwin and Cornelius Co., Civil Engineers and Surveyors," and filed in the Office of the Clerk of the County of Nassau on September 13th, 1951 under File No. 5308 which said lot according to said map is bounded and described as follows:

BEGINNING at a point on the easterly side of Lawrence Street, distant 59.74 feet southerly from the extreme southerly end of an arc connecting the southerly side of Rhonda Lane with the easterly side of Lawrence Street;

RUNNING THENCE north 89 degrees 17 minutes 25 seconds east, 113.81 feet;

THENCE south 5 degrees 21 minutes 45 seconds east 65.22 feet;

THENCE south 89 degrees 17 minutes 25 seconds west 113.81 feet to the easterly side of Lawrence Street;

THENCE along the easterly side of Lawrence Street, north 5 degrees 21 minutes 45 seconds west, 65.22 feet to the point or place of BEGINNING.

SAID PREMISES being known by and as 107 Lawrence Street, Farmingdale, New York.

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated April 17, 1985 and recorded in the Office of the Nassau County Clerk on May 2, 1985.

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.

Part of the second part covenants to pay the first mortgage held by Citibank N.A.

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 in its entirety 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:

[Signature]

[Signature]
MARTIN STEIN

[Signature]
JANIS CURTIN STEIN

DEED10035PA6E337

TAX MAP
DESIGNATION

Dut.

Sec.

Blk.

Lot

492-229

DEC 6 1989

STATE OF NEW YORK, COUNTY OF NASSAU

On the 30 day of March 19 89, before me personally came

MARTIN STEIN and
JANIS CURTIN STEIN

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Lawrence M. Lally
LAWRENCE M. LALLY
Notary Public, State of New York
No. 20-223-8455
Qualified in Nassau County
Commission Expires May 31, 1991

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

, the 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 board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

On the day of 19 , before me personally came
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.
that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE NO.

MARTIN STEIN and JANIS CURTIN
STEIN,

TO

JANIS CURTIN

SECTION 49
BLOCK 229
LOT 2
COUNTY OR TOWN NASSAU
TAX BILLING ADDRESS

Recorded At Request of Ticor Title Guarantee Company
RETURN BY MAIL TO:

JANIS CURTIN
107 LAWRENCE STREET
FARMINGDALE, N.Y.

Zip No. 11735

Disseminated by

TICOR TITLE GUARANTEE

RECORDED
DEC 12 9 35 AM '89
HAROLD W. McCONNELL
COUNTY CLERK
NASSAU COUNTY

008540

RECEIVED
REAL ESTATE
DEC 13 1989
TRANSFER TAX
NASSAU COUNTY

DEED10035PA6E338

MAINTAIN THIS SPACE FOR USE OF RECORDING OFFICE

DEC 12 1989
4 5 1 5 70
DEC 1 10 39 AM '89

10058

DEC 6 1989

DBS

Town of Oyster Bay
Inter- Departmental Memo

October 5, 2016

TO: DIANA S. AQUILAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

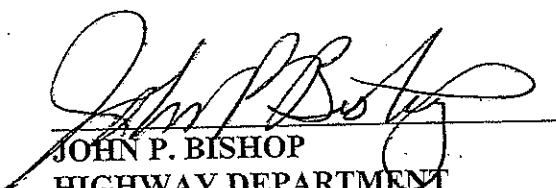
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 107 LAWRENCE STREET, FARMINGDALE
CLEAN UP-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 \$2,215.62.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



COMMUNITY OFFICE
677-5804

2017 MAR 16 A 8:51

CLEAN-UP 107 LAWRENCE STREET, FARMINGDALE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (49-229-2) 107 LAWRENCE ST FARMINGDALE 11735

Date Sep 28, 2016

Work Order # 30907

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
DONALD CHANDLER	General Maintenance	02:00	\$43.02	00:00	0	\$86.04
STEVE DIAKOIANNIS	General Maintenance	02:00	\$38.98	00:00	0	\$77.96
ROBERT FLEISCHER	General Maintenance	02:00	\$26.93	00:00	0	\$53.86
MICHAEL HAYWARD	General Maintenance	02:00	\$43.02	00:00	0	\$86.04
MARTIN LANG	General Maintenance	02:00	\$49.38	00:00	0	\$98.76
CHRISTOPHER MADDEN	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
MICHAEL MARTIN	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
CHRISTOPHER MOORE	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
JOSE NUNEZ	General Maintenance	02:00	\$38.98	00:00	0	\$77.96
DERRICK SCOTT	General Maintenance	02:00	\$40.12	00:00	0	\$80.24
Total Labor						\$709.42

Tools/Vehicle

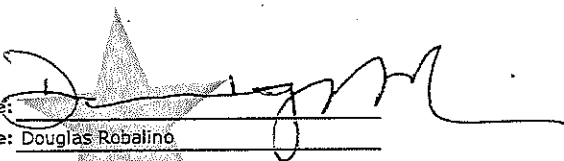
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK360	SANI PACKER 2006 INTL 7400 YW (PP940 / PP-940)	\$105.00	02:00	\$210.00
PK388	SANI PACKER 2008 INTL 7400 YW (PP931 / PP-931)	\$105.00	02:00	\$210.00
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	02:00	\$158.00
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	02:00	\$158.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	02:00	\$210.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	02:00	\$210.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	02:00	\$210.00
Total Equipment				\$1366.00

Materials

Material	Cost Per Unit	Units	Line Cost
Tipping Fee (per ton)	\$82.47	1.7	\$140.20
Total Materials			\$140.20

Grand Total \$2215.62

Description of Work:
CLEAN UP 107 LAWRENCE STREET FM TO DOUG

Signature: 
Name: Douglas Robalino
Title: Storeyard Supervisor
Date: Oct 4, 2016

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 August 19, 2016, authorized the Highway Department to clean up the premises located at 20 Quail Run, Massapequa, New York 11758, also known as Section 53, Block 16, Lots 22, 23 and 24 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 2, 2017, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 23, 2016, in the total amount of \$565.04, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated October 2, 2017, 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 \$565.04 may be assessed by the Legislature of the County of Nassau against the parcel known as 20 Quail Run, Massapequa, New York 11758, also known as Section 53, Block 16, Lots 22, 23 and 24 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

Supervisor 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 (2)
Planning & Development
Highway

Reviewed By
Office of Town Attorney

12

689

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 2, 2017


SUBJECT: Property Cleanup Assessment
20 Quail Run, Massapequa, New York 11758
Section 53, Block 16, Lots 22,23 and 24

The Department of Planning and Development, by memorandum dated August 19, 2016, directed the Highway Department to clean the premises located at 20 Quail Run, Massapequa, New York 11758, also known as Section 53, Block 16, Lots 22, 23 and 24 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated September 1, 2016, advised that the property was cleaned by a crew from the Highway Department on August 23, 2016. The cost incurred by the Town of Oyster Bay was \$565.04.

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

Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

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



2016-5720 S

Need It

HIGHWAY DEPARTMENT

Ken B

TOWN OF OYSTER BAY

Inter-Departmental Memo
August 19, 2016

To: JOHN P. BISHOP, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through: COMMISSIONER
PLANNING AND DEVELOPMENT

Subject: 20 Quail Run Massapequa, NY 11758
SBL: 53-16-22

Notice of Violation (No.15953) and (No.15954) was issued to the owner of the above-referenced premises 08/02/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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.

COMMISSIONER

BY:

Michael Esposito (JF)
MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney

THIS INDENTURE, made the 5th day of February in the year 2013

BETWEEN

Frances Terzo, individually and as surviving spouse of Pietro Terzo, deceased, residing at 20 Quail Run, Massapequa, NY 11758

party of the first part, and Frances Terzo, residing at 20 Quail Run, Massapequa, NY 11758;

party of the second part,

WITNESSETH, that the party of the first part, in consideration of \$0 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 Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Adams Street, distant 100 feet westerly from the corner formed by the intersection of the northerly side of Adams Street with the westerly side of Dover Street;
RUNNING THENCE North 78 degrees 29 minutes West along the said northerly side of Adams Street, 60 feet;
THENCE North 11 degrees 21 minutes East, 100 feet;
THENCE South 78 degrees 39 minutes East, 60 feet;
THENCE South 11 degrees 21 minutes West, 100 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY:

Said premises known as: 20 Quail Run, Massapequa, NY 11758 Section 53 Block 16 Lot 22, 23, 24

Ten at Oyster Bay and
County of Nassau
which property is improved by a one family dwelling.

Being and intended to be the same premises conveyed to the Grantor herein by virtue of a deed dated 06/23/1978 and recorded 06/28/1978 in Liber 9118 Page 535

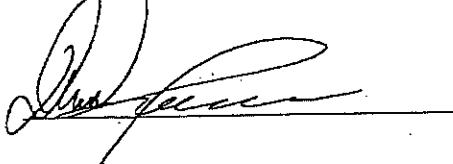
TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; 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.

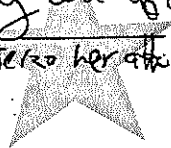
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:



Frances Terzo by Mary Terzo her attorney in fact
Frances Terzo by Mary Terzo her attorney in fact



Town of Oyster Bay
Inter- Departmental Memo

J. Bishop
September 1, 2016

TO: DIANA S. AQUILAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 20 QUAIL RUN, 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 \$565.04.

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

John P. Bishop

JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



CLEAN-UP 20 QUAIL RUN, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (53-16-22) 20 QUAIL RUN MASSAPEQUA 11758

Date Aug 23, 2016

Work Order # 30036

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:00	\$29.41	00:00	0	\$29.41
ANDREW HOUGHTON	General Maintenance	01:00	\$28.21	00:00	0	\$28.21
MARTIN LANG	General Maintenance	01:00	\$49.38	00:00	0	\$49.38
JOSE NUNEZ	General Maintenance	01:00	\$38.98	00:00	0	\$38.98
ANTHONY VOLLONO	General Maintenance	01:00	\$51.06	00:00	0	\$51.06
Total Labor						\$197.04

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	01:00	\$79.00
TD588	PICK-UP TRUCK 2006 FORD F-250 YW (27 / 013)	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - 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
Total Equipment				\$368.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$565.04

Description of Work:

CLEAN UP 20 QUAIL RUN MS TO DOUG

Signature:

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Aug 30, 2016

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 June 24, 2016, authorized the Highway Department to clean up the premises located at 192 North Queens Avenue, Massapequa, New York 11758, also known as Section 48, Block 70, Lots 448-453 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 4, 2017, 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 July 5, 2016, in the total amount of \$1,143.74, be referred to the County of Nassau for assessment,

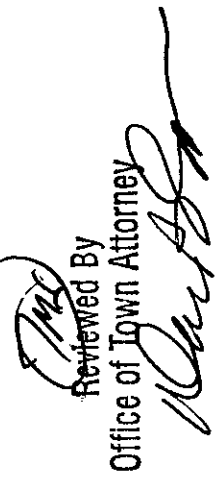
NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated October 4, 2017, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,143.74 may be assessed by the Legislature of the County of Nassau against the parcel known as 37 Ford Drive West, Massapequa, New York 11758, also known as Section 53, Block 209, Lot 10 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 (2)
Planning & Development
Highway

Reviewed By
Office of Town Attorney


19

690

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 4, 2017

SUBJECT: Property Cleanup Assessment
192 North Queens Avenue, Massapequa, New York 11758
Section 48, Block 70, Lots 448-453

The Department of Planning and Development, by memorandum dated June 24, 2016, directed the Highway Department to clean the premises located at 192 North Queens Avenue, Massapequa, New York 11758, also known as Section 48, Block 70, Lots 448-453 on the Land and Tax Map of the County of Nassau. (See attached copy of Property Card). The Highway Department has, by memorandum dated July 11, 2016, advised that the property was cleaned by a crew from the Highway Department on July 5, 2016. The cost incurred by the Town of Oyster Bay was \$1,143.74.

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.

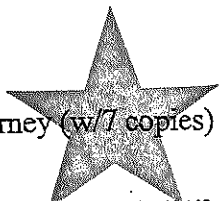
Kindly place this matter on the Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

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



S:\DBS\Cleanups MD & Reso\MD 192 N Queens Ave 10.4.17.doc

2017-5891
Nud. Dead

TOWN OF OYSTER BAY

Inter-Departmental Memo
June 24, 2016

To: JOHN P. BISHOP, HIGHWAY DEPARTMENT
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT
Subject: 192 N. Queens Avenue Massapequa, NY 11758
SBL: 48-70-448 -453

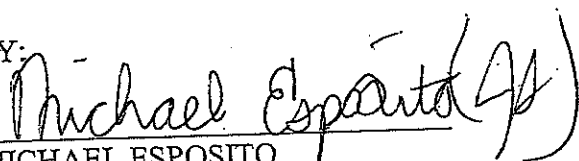
Notice of Violation (No.15500) was issued to the owner of the above-referenced premises 06/16/2016 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

DEPUTY COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



7

OCCUPANCY	CONSTRUCTION	SIZE	GRADE	REMODEL	COND.	PHY. DEF.	FUNCT. DEF.	REPL. VALUE	PHYSICAL VALUE	SOUND VALUE
Dwell	1-50 Srv & Co		B+5	1904	6	3		67.86	65.87	
TOTAL										

9000-100-100 27413-0006-110-0000
OWNER: 1000-100-100 27413-0006-110-0000

1005

133 1/2 x 64 1/2 (A)

120752

FOUNDATION	ATTIC & BSMT. FIN.	BSMT.	ROOFS	INTERIOR FINISH	EXTERIOR WALLS	ROOFING	HEATING	PLUMBING	ELECTRICAL	REPLACEMENT VALUE	PHYSICAL VALUE	SOUND VALUE
CONCRETE WALLS	1	1	1	1	1	1	1	1	1	1	1	1
CEMENT BLK. WALLS	1	1	1	1	1	1	1	1	1	1	1	1
BRICK WALLS	1	1	1	1	1	1	1	1	1	1	1	1
TONE WALLS	1	1	1	1	1	1	1	1	1	1	1	1
ROOF INSULATION	1	1	1	1	1	1	1	1	1	1	1	1
FLANKET INSULATION	1	1	1	1	1	1	1	1	1	1	1	1
ROOF TYPE	1	1	1	1	1	1	1	1	1	1	1	1
IP	1	1	1	1	1	1	1	1	1	1	1	1
ANSARD	1	1	1	1	1	1	1	1	1	1	1	1
ABREL	1	1	1	1	1	1	1	1	1	1	1	1
ROOFING	1	1	1	1	1	1	1	1	1	1	1	1
SPHALT SHINGLE	1	1	1	1	1	1	1	1	1	1	1	1
WOOD SHINGLE	1	1	1	1	1	1	1	1	1	1	1	1
SBESTOS SHINGLE	1	1	1	1	1	1	1	1	1	1	1	1
LATE - STD. WT.	1	1	1	1	1	1	1	1	1	1	1	1
LATE - HEAVY	1	1	1	1	1	1	1	1	1	1	1	1
ILE	1	1	1	1	1	1	1	1	1	1	1	1
ETAL	1	1	1	1	1	1	1	1	1	1	1	1
EXPOSITION	1	1	1	1	1	1	1	1	1	1	1	1
FIREPLACES	1	1	1	1	1	1	1	1	1	1	1	1
FIREPLACE STACKS	1	1	1	1	1	1	1	1	1	1	1	1
FIREPLACES	1	1	1	1	1	1	1	1	1	1	1	1
INCINERATOR	1	1	1	1	1	1	1	1	1	1	1	1
NO ELECTRIC L.T.G.	1	1	1	1	1	1	1	1	1	1	1	1
GAS LIGHTING	1	1	1	1	1	1	1	1	1	1	1	1
PRIVATE L.T.G. S	1	1	1	1	1	1	1	1	1	1	1	1
UNIT PRICE #1											UNIT PRICE #2	

D85

Town of Oyster Bay
Inter- Departmental Memo

July 11, 2016

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

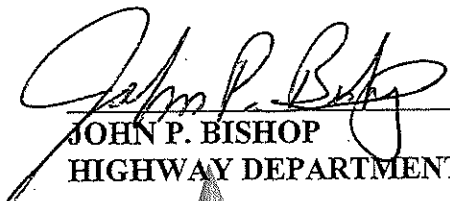
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 192 QUEENS 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 \$1,143.74.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

TOWN ATTORNEY OFFICE
CANDY GYSLER
677-5769

2017 MAR 16 A 8:51

CLEAN-UP 192 QUEENS AVENUE, MASSAPEQUA TO P & D



**MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION**

Location (48-70-448) 192 QUEENS AVE MASSAPEQUA 11758

Date Jul 5, 2016

Work Order # 28291

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ANDREW HOUGHTON	General Maintenance	02:00	\$28.21	00:00	0	\$56.42
MARTIN LANG	General Maintenance	02:00	\$49.38	00:00	0	\$98.76
CHRISTOPHER MADDEN	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
MICHAEL MARTIN	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
CHRISTOPHER MOORE	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
Total Labor						\$303.74

Tools/Vehicle

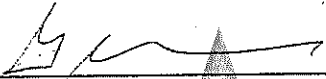
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	02:00	\$158.00
TD572	TRUCK DUMP 2005 INTL 7300 YW (T-242)- 6 Wheeler	\$131.00	02:00	\$262.00
TD635	TRUCK DUMP 2008 FORD F350 YW (T275 / T-275) - Power Wagons	\$105.00	02:00	\$210.00
TR099	TRAILER 1993 CUSTM 6X10 YW (M-99 / M99)	\$105.00	02:00	\$210.00
Total Equipment				\$840.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$1143.74

Description of Work:
CLEAN UP 192 N. QUEENS AVE MS TO DOUG

Signature: 
Name: Giacomo Grandine
Title: Highway Construction Supervisor
Date: Jul 11, 2016

Meeting of October 17, 2017

Resolution No. 691-2017

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 1, 2016, authorized the Highway Department to clean up the premises located at 8 Floral Drive East, Plainview, New York 11803, also known as Section 12, Block 72, Lot 114 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 4, 2017, 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 12, 2016, in the total amount of \$1,049.37, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated October 4, 2017, 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 \$1,049.37 may be assessed by the Legislature of the County of Nassau against the parcel known as 8 Floral Drive East, Plainview, New York 11803, also known as Section 12, Block 72, Lot 114 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

Supervisor 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 (2)
Planning & Development
Highway

Reviewed By
Office of Town Attorney
[Signature]

20

6911

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 4, 2017

SUBJECT: Property Cleanup Assessment
8 Floral Drive East, Plainview, New York 11803
Section 12, Block 72, Lot 114

The Department of Planning and Development, by memorandum dated September 1, 2016, directed the Highway Department to clean the premises located at 8 Floral Drive East, Plainview, New York 11803, also known as Section 12, Block 72, Lot 114 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated September 14, 2016, advised that the property was cleaned by a crew from the Highway Department on September 12, 2016. The cost incurred by the Town of Oyster Bay was \$1,049.37.

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



Donna B. Swanson
Deputy Town Attorney

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

S:\DBS\Cleanups MD & Reso\MD 8 Floral Dr 10.4.17.doc

2017-5946

and hard

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 1, 2016

To: JOHN BISHOP: ACTING COMMISSIONER/HIGHWAY DEPT.
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: DEPUTY COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 8 Floral Drive E. Plainview, NY 11803
SBL: 12-72-114

Notice of Violation (No.16047) was issued to the owner of the above-referenced premises 07/18/2016 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

DEPUTY
COMMISSIONER

BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME/js

cc: Leonard Genova, Town Attorney



letter & MD & Rose

12

TRUSTEE'S DEED

January 15, 2017

THIS INDENTURE, made January 15, 2017, between R. KENNETH BARNARD, ESQ., SOLELY IN HIS CAPACITY AS CHAPTER 7 TRUSTEE (THE "TRUSTEE") OF THE BANKRUPTCY ESTATE OF JEFFREY SUTKER & SHARON SUTKER, which bankruptcy case is pending in the United States Bankruptcy Court for the Eastern District of New York under Chapter 7 of Title 11 of the United States Code and assigned Case No.: 836-71765, having an address, c/o Law Office of R. Kenneth Barnard, 2305 Jerusalem Avenue, Suite 215, Wantagh, New York 11793, ("Grantor"), and CAPVILLE HOMES, LLC (the "Grantee"), having an address at 18 Kay Street, Jericho, NY 11753.

WITNESSETH

That Grantor, in consideration of Four Hundred and Twenty Thousand Dollars, (\$420,000.00) paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of the Grantee forever, all of its right, title and interest in and to the whole of:

6 Floral Drive East, Plainview, NY 11803, As more particularly described in the "SCHEDULE A (Legal Description)" annexed hereto

Said premises is being conveyed by virtue of the powers vested in the Trustee in his capacity as Trustee by Title 11 of the United States Code and pursuant to the Order of the Honorable Robert E. Grossman of the United States Bankruptcy Court for the Eastern District of New York dated October 20, 2016 (Order # 24) (the "Sale Order"), a copy of which will be recorded simultaneously herewith.

Said premises is being conveyed pursuant to 11 U.S.C. § 363(b)(1) and clear of all liens, claims and encumbrances of whatever kind or nature on the premises, with such liens, claims or encumbrances, if any, to attach to the proceeds of sale in the Order and on-ly and subject to the same defenses as they existed prior to April 22, 2014.

The words "Grantor" and "Grantee" shall be construed as if they read "Grantors" and "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantors have duly executed this deed the day and year first above written.

D V + R D

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

THIS INDENTURE, made the 18th day of May, in the year 2005

BETWEEN Jeffrey Sutker and Sharon Sutker, husband and wife and Dorothy Lindenthal, as surviving tenant by the entirety of Nathan Lindenthal, residing at 8 Floral Drive East, Plainview, NY 11803

party of the first part, and Jeffrey Sutker and Sharon Sutker, husband and wife, residing at 8 Floral Drive East, Plainview, NY 11803

party of the second part.

WITNESSETH, that the party of the first part, in consideration of

NO CONSIDERATION dollars

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

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

See schedule 'A' attached hereto and made part of.

Being the same premises as those described in deed dated, 01/20/1987 and recorded 04/09/1987 in the Nassau County Clerk's Office in Liber 9803 Page 535.

Premises commonly known as 8 Floral Drive East, Plainview, Town of Oyster Bay, County of Nassau.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads

DGS

Town of Oyster Bay
Inter- Departmental Memo

September 14, 2016

TO: DIANA S. AQUILAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT


FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 8 FLORAL DRIVE E., 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 \$1,049.37.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT
11-1000

2017 APR 10 A 8:46

CLEAN-UP 8 FLORAL DRIVE E., PLAINVIEW TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-72-114) 8 FLORAL DR E PLAINVIEW 11803

Date Sep 12, 2016

Work Order # 30499

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	02:30	\$83.41	00:00	0	\$83.52
OSCAR GUEVARA	General Maintenance	02:30	\$23.66	00:00	0	\$59.15
VINCENT PADAVANO	General Maintenance	02:30	\$48.12	00:00	0	\$120.30
ROBERT SANZOVERINO	General Maintenance	02:30	\$25.56	00:00	0	\$63.90
Total Labor						\$326.87

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK348	SANI PACKER 2004 INTL 7400 YW (PP935 / PP-935)	\$105.00	02:30	\$262.50
TD648	PICK-UP TRUCK 2009 FORD F-250 YW (T-010 / 010)	\$79.00	02:30	\$197.50
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	02:30	\$262.50
Total Equipment				\$722.50


Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$1049.37

Description of Work:

CLEAN UP 8 FLORAL DRIVE PV TO DOUG

Signature: 

Name: Douglas Robelino

Title: Storeyard Supervisor

Date: Sep 13, 2016

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 May 10, 2016, authorized the Highway Department to clean up the premises located at 37 Ford Drive West, Massapequa, New York 11758, also known as Section 53, Block 209, Lot 10 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 4, 2017, 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 June 7, 2016, in the total amount of \$1,248.76, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated October 4, 2017, 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 \$1,248.76 may be assessed by the Legislature of the County of Nassau against the parcel known as 37 Ford Drive West, Massapequa, New York 11758, also known as Section 53, Block 209, Lot 10 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 (2)
Planning & Development
Highway

7/15
Reviewed By
Office of Town Attorney
Donna B. Swanson

21

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 4, 2017

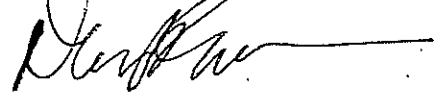
SUBJECT: Property Cleanup Assessment
37 Ford Drive West, Massapequa, New York 11758
Section 53, Block 209, Lot 10

The Department of Planning and Development, by memorandum dated May 10, 2016, directed the Highway Department to clean the premises located at 37 Ford Drive West, Massapequa, New York 11758, also known as Section 53, Block 209, Lot 10 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 21, 2016, advised that the property was cleaned by a crew from the Highway Department on June 7, 2016. The cost incurred by the Town of Oyster Bay was \$1,248.76.

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



Donna B. Swanson
Deputy Town Attorney

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

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

THIS INDENTURE, made the 8TH day of June 2009, and
BETWEEN CRESSA SINDO, now known as CRESSA E. IGOT, residing at 37 Ford Drive
West, Massapequa, New York

party of the first part, and CRESSA E. IGOT and LEANER C. IGOT, husband and wife, both
residing at 37 Ford Drive West, Massapequa, New York

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 ~~xxx~~ at Massapequa Park, Town of Oyster Bay, County of Nassau and State of New
York, known and designated as and by Lot Number 10 in Block Number 209 on a
certain map entitled, "Map of Sherman Oaks, Section 3, situated near Massapequa
Park, Town of Oyster Bay, Nassau County, New York, surveyed May 31, 1955 by Teas
and Steinbrenner, surveyors, Malverne, New York", and filed in the Office of the
Clerk of the County of Nassau on November 18, 1955 as Map Number 6562, which said
lot is bounded and described according to said map, as follows:
BEGINNING at a point on the northwesterly side of Sherman Drive at the intersection

2016-5620

TOWN OF OYSTER BAY

Inter-Departmental Memo
May 18, 2016

To: KEVIN HANNEAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
Through: COMMISSIONER
PLANNING AND DEVELOPMENT
Subject: 37 Ford Drive W Massapequa, NY 11758
SBL: 53-209-10

1 JUN 30 4 11 PM
TOWN OF OYSTER BAY
PLANNING AND DEVELOPMENT


Notice of Violation (No.15496) was issued to the owner of the above-referenced premises 04/29/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris. Corner bushes need to be trimmed down to 30 inches in height to 30 feet in each direction. Please contact Mike Esposito directly to inform him of the exact date and time the clean up will be done.

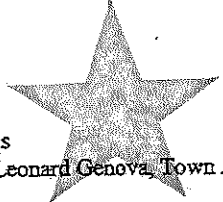
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js
cc: Leonard Genova, Town Attorney



DBS

Town of Oyster Bay
Inter- Departmental Memo

June 21, 2016

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

FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 37 FORD DRIVE WEST, 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 \$1,248.76.

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


KEVIN M. HANIFAN
COMMISSIONER
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

TOWN ATTORNEY OFFICE
TOWN OF OYSTER BAY

2016 AUG 30 A 11:11

CLEAN-UP 37 FORD DRIVE WEST, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (53-209-10) 37 FORD DR W MASSAPEQUA 11758

Date Jun 7, 2016

Work Order # 26903

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JOSEPH CARECCIA	General Maintenance	02:00	\$52.98	00:00	0	\$105.96
DONALD CHANDLER	General Maintenance	02:00	\$43.02	00:00	0	\$86.04
MICHAEL HAYWARD	General Maintenance	02:00	\$43.02	00:00	0	\$86.04
MICHAEL MARTIN	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
CHRISTOPHER MOORE	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
MARK SCHLOSSER	General Maintenance	02:00	\$41.84	00:00	0	\$83.68
Total Labor						\$460.76

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK360	SANI PACKER 2006 INTL 7400 YW (PP540 / PP-940)	\$105.00	02:00	\$210.00
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	02:00	\$158.00
TD576	TRUCK DUMP 2005 INTL 7300 YW (T-272 / T-273)- 6 Wheeler	\$131.00	02:00	\$262.00
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	02:00	\$158.00
Total Equipment				\$788.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$1248.76

Description of Work:

CLEAN UP 37 FORD DRIVE W. MS TO DOUG SEE SPECIAL INSTRUCTIONS

Signature:

Name: Giacomo Grandine

Title: Highway Construction Supervisor

Date: Jun 9, 2016

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 June 21, 2016, authorized the Highway Department to clean up the premises located at 4 Vivian Place, Plainview, New York 11803, also known as Section 13, Block 57, Lot 7 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 4, 2017, 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 June 28, 2016, in the total amount of \$530.88, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated October 4, 2017, 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 \$530.88 may be assessed by the Legislature of the County of Nassau against the parcel known as 4 Vivian Place, Plainview, New York 11803, also known as Section 13, Block 57, Lot 7 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 (2)
Planning & Development
Highway

Reviewed By
Office of Town Attorney

693

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 4, 2017


SUBJECT: Property Cleanup Assessment
4 Vivian Place, Plainview, New York 11803
Section 13, Block 57, Lot 7

The Department of Planning and Development, by memorandum dated June 21, 2016, directed the Highway Department to clean the premises located at 4 Vivian Place, Plainview, New York 11803, also known as Section 13, Block 57, Lot 7 on the Land and Tax Map of the County of Nassau. (See attached copy of Property Card). The Highway Department has, by memorandum dated July 8, 2016, advised that the property was cleaned by a crew from the Highway Department on June 28, 2016. The cost incurred by the Town of Oyster Bay was \$530.88.

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



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments

cc: Town Attorney (w/7 copies)

2017-5865
Need Recd

TOWN OF OYSTER BAY

Inter-Departmental Memo June 21, 2016

To: KEVIN HANIFAN, COMMISSIONER/HIGHWAY DEPT.
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
Through: DEPUTY COMMISSIONER
PLANNING AND DEVELOPMENT
Subject: 4 Vivian Place Plainview, NY 11803
SBL: 13-57-7

*Martina Debra Eichen
79 Autumn Dr.
Plainview NY 11803*

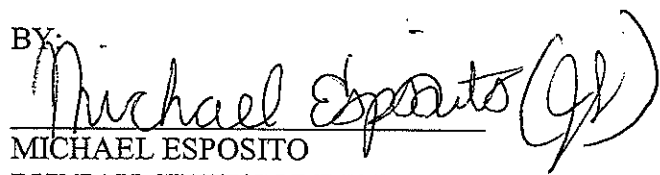
Notice of Violation (No.15964) was issued to the owner of the above-referenced premises 05/24/2016 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

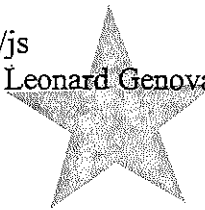
DEPUTY COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



MAR 5 1958

ASSESSMENT SUMMARY

CARD NO.

ADDRESS 4 VIVAN PLACE

LOT 7

BLK. 57

SECTION 13

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ASSESSMENT RECORD NASSAU COUNTY, NEW YORK

DBS

Town of Oyster Bay
Inter- Departmental Memo

July 8, 2016

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

FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 4 VIVIAN PLACE, 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 \$530.88.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

FOR ATTENTION OFFICE
OF THE TOWN OF OYSTER BAY

1 2017 MAR -2. A 10:43

CLEAN-UP 4 VIVIAN PLACE, PLAINVIEW TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (13-57-7) 4 VIVIAN PL PLAINVIEW 11803

Date Jun 28, 2016

Work Order # 28190

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
FRANK MANKIEWICZ	General Maintenance	00:45	\$40.00	00:00	0	\$30.00
GREGORY MARCHESE	General Maintenance	00:45	\$48.12	00:00	0	\$36.09
VICTOR NIETO	General Maintenance	00:45	\$25.01	00:00	0	\$18.76
MICHAEL RICCARDO	General Maintenance	00:45	\$47.03	00:00	0	\$35.27
PHILIP BADOME	General Maintenance	00:45	\$26.93	00:00	0	\$20.20
VINCENT CAGGIANO JR	General Maintenance	00:45	\$24.08	00:00	0	\$18.06
PAUL HARABEDIAN	General Maintenance	00:45	\$23.66	00:00	0	\$17.75
Total Labor						\$176.13

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	\$105.00	00:45	\$78.75
PU414	PICK UP 2011 FORD F250 YELLO (12 / 012)	\$79.00	00:45	\$59.25
TD624	PICK-UP TRUCK 2008 FORD F-250 YW (23 / 018)	\$79.00	00:45	\$59.25
TD670	TRUCK DUMP 2009 FORD F-350 YW (T-235) - Power Wagons	\$105.00	00:45	\$78.75
TD706	TRUCK DUMP 2011 FORD F350 YELLO (T-125) - Power Wagons	\$105.00	00:45	\$78.75
Total Equipment				\$354.75


Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$530.88

Description of Work:

CLEAN UP 4 VIVIAN PLACE, PV TO DOUG

Signature: 
Name: Douglas Roballino
Title: Storeyard Supervisor
Date: Jul 6, 2016

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 August 25, 2016, authorized the Highway Department to clean up the premises located at 75 Bell Place, Massapequa, New York 11758 a/k/a 214 Toronto Avenue, Massapequa, New York 11758, also known as Section 48, Block 98, Lots 1-4 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 11, 2017, 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 1, 2016, in the total amount of \$1,145.30, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated October 11, 2017, 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 \$1,145.30 may be assessed by the Legislature of the County of Nassau against the parcel known as 75 Bell Place, Massapequa, New York 11758 a/k/a 214 Toronto Avenue, Massapequa, New York 11758, also known as Section 48, Block 98, Lots 1-4 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 (2)
Planning & Development
Highway

Reviewed By
Office of Town Attorney

23

694

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 11, 2017

SUBJECT: Property Cleanup Assessment
75 Bell Place, Massapequa, New York 11758 a/k/a
214 Toronto Avenue, Massapequa, New York 11758
Section 48, Block 98, Lots 1-4

The Department of Planning and Development, by memorandum dated August 25, 2016, directed the Highway Department to clean the premises located at 75 Bell Place, Massapequa, New York 11758 a/k/a 214 Toronto Avenue, Massapequa, New York 11758, also known as Section 48, Block 98, Lots 1-4 on the Land and Tax Map of the County of Nassau. (See attached documents). The Highway Department has, by memorandum dated September 12, 2016, advised that the property was cleaned by a crew from the Highway Department on September 1, 2016. The cost incurred by the Town of Oyster Bay was \$1,145.30.

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



Donna B. Swanson
Deputy Town Attorney

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



S:\DBS\Cleanups MD & Reso\MD 75 Bell Pl 10.11.17.doc

✓ 2017-6071
Need Deed

TOWN OF OYSTER BAY

Inter-Departmental Memo
August 25, 2016

To: JOHN P. BISHOP, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

**Through: COMMISSIONER
PLANNING AND DEVELOPMENT**

**Subject: 75 Bell Place Massapequa, NY 11758
SBL: 48-98-1-4**

Notice of Violation (No.16262) was issued to the owner of the above-referenced premises 08/17/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

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

COMMISSIONER

BY:



MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js
cc: Leonard Genova, Town Attorney



104929
(3)

THIS INDENTURE, made the 28th day of December, 2016,

BETWEEN

Jonathan Palazzolo and Matthew Palazzolo as Joint Tenants
Residing at 75 Bell Place, Massapequa, New York 11758

party of the first part, and

Green Oak Holding Group LLC, with offices at
80-22 169th Street Jamaica, NY 11432

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00)

dollars

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

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

SEE ATTACHED SCHEDULE "A"

Said premises known as 75 Bell Place, Massapequa, New York 11758
Section 48; Block 98; Lot 1-4

Being and intended to be the same premises conveyed to the Grantor by deed dated August 1, 2005 and
recorded August 30, 2005 in Liber 12000 Page 967 at Nassau County Recording Office.

5/18

10/98

1/4/14

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

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

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

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

IN PRESENCE OF:


JONATHAN PALAZZOLO


MATTHEW PALAZZOLO

DB

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

September 12, 2016

TO: DIANA S. AQUILAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

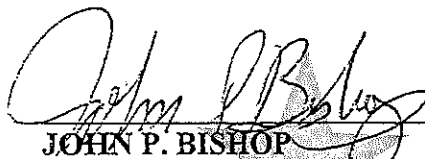
SUBJECT: 75 BELL PLACE, MASSAPEQUA
CLEAN-UP

110

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 \$1,145.30.

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


JOHN P. BISHOP
HIGHWAY DEPARTMENT

★

JPB/kjb

Enc. T & M sheet

CLEAN UP 75 BELL PLACE, MASSAPEQUA TO P & D

TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING & DEVELOPMENT
JUN 29 2016 1:44 PM

JUN 29 2016 1:44 PM



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-98-1) 75 BELL PL MASSAPEQUA 11758

Date Sep 1, 2016

Work Order # 30253

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	02:00	\$29.41	00:00	0	\$58.82
ANDREW HOUGHTON	General Maintenance	02:00	\$28.21	00:00	0	\$56.42
CHRISTOPHER MADDEN	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
JOHN PIETROSANTE	General Maintenance	02:00	\$45.21	00:00	0	\$90.42
ANTHONY VOLLONO	General Maintenance	02:00	\$51.06	00:00	0	\$102.12
Total Labor						\$357.30

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD576	TRUCK DUMP 2005 INTL 7300 YW (T-272 / T-273)- 6 Wheeler	\$131.00	02:00	\$262.00
TD588	PICK-UP TRUCK 2006 FORD F-250 YW (27 / 013)	\$79.00	02:00	\$158.00
TD633	PICK-UP TRUCK 2008 FORD F-250 YW (24 / 024)	\$79.00	02:00	\$158.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	02:00	\$210.00
Total Equipment				\$788.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$1145.30

Description of Work:
CLEAN UP 75 BELL PLACE MS TO DOUG

Signature: _____

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Sep 8, 2016



WHEREAS, James Pellizzi and Kim Pellizzi, Steering Committee Members, CancerCare Lung Cancer Walk for Hope, by letter dated October 5, 2017, have requested assistance with the organization's fund raising event, Strike-Out Cancer, being held on October 21, 2017; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated October 12, 2017, requested that the Town Board authorize the donation of a round of golf for a foursome at the Town Golf Course, together with use of golf carts, with all customary fees being waived, be donated to CancerCare to be used in their fundraising event,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Parks is authorized to donate a round of golf for a foursome at the Town Golf Course, together with use of golf carts, with all customary fees being waived, be donated to CancerCare to be used in their fundraising event.

-#-

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 (2)
Parks

Reviewed By
Office of Town Attorney

695
TMS

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: October 12, 2017

SUBJECT: Authorization for Golf Play Donation

The Department of Parks is in receipt of correspondence dated October 5, 2017, from James and Kim Pellizzi, Steering Committee Members of the CancerCare Lung Cancer Walk for Hope seeking assistance with the organization's "Strike-Out Cancer" bowling event fund raiser on October 21, 2017.

CancerCare has been helping people across the U.S. deal with the day-to-day emotional, physical and financial challenges of a cancer diagnosis through counseling, educational programs and financial assistance. All of these programs are provided free of charge. Last year's bowling event raised over twenty three thousand, six hundred dollars (\$23,600).

The Department of Parks respectfully requests the Town Board to suspend the rules and walk on a resolution to issue a gift certificate provided by the Town of Oyster Bay Honorable Joseph Colby Golf Course for a round of golf for a foursome, the use of golf carts, and to waive of all customary fees to the above mentioned organization.



Joseph G. Pinto
Commissioner

JGP:ca
Attachments
.cc: Town Attorney (original + 7 copies)





CANCERcare®
lungcancer
WALKFORHOPE

October 5, 2017

Joseph Saladino
Town of Oyster Bay Supervisor
Town Hall
54 Audrey Avenue
Oyster Bay, NY 11771

Dear Supervisor Joseph Saladino,

On Sunday, November 5, 2017, CancerCare will host its 15th Annual Lung Cancer Walk for Hope at the Town of Oyster Bay Golf Course in Woodbury, NY. **The proceeds from this event will directly support CancerCare's National Lung Cancer Program, which helps thousands of people affected by lung cancer each year.**

Our walk team, The Butterflies, have their Strike-Out Cancer Bowling event on Saturday, October 21st at East Meadow Lanes. **We were hoping that you would consider once again, donating two raffle item, such as a round of golf for a foursome including green fees and carts, to the Butterflies to help us raise money for CancerCare's National Lung Cancer Program. At last year's bowling event The Butterflies raised over \$23,600.00 for CancerCare due to wonderful donations from people like you!**

For more than 70 years, CancerCare has been helping people across the U.S. deal with the day-to-day emotional, physical and financial challenges of a cancer diagnosis through counseling, educational programs and financial assistance. **All of these services are provided free of charge.** This type of support can mean so much to a family and can make all the difference in their care.

If you have questions about donating to the event, please contact me at 516-317-1746.

Thanking you in advance for your kindness in support of CancerCare and the people they serve.

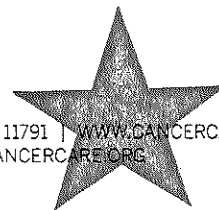
All the best,

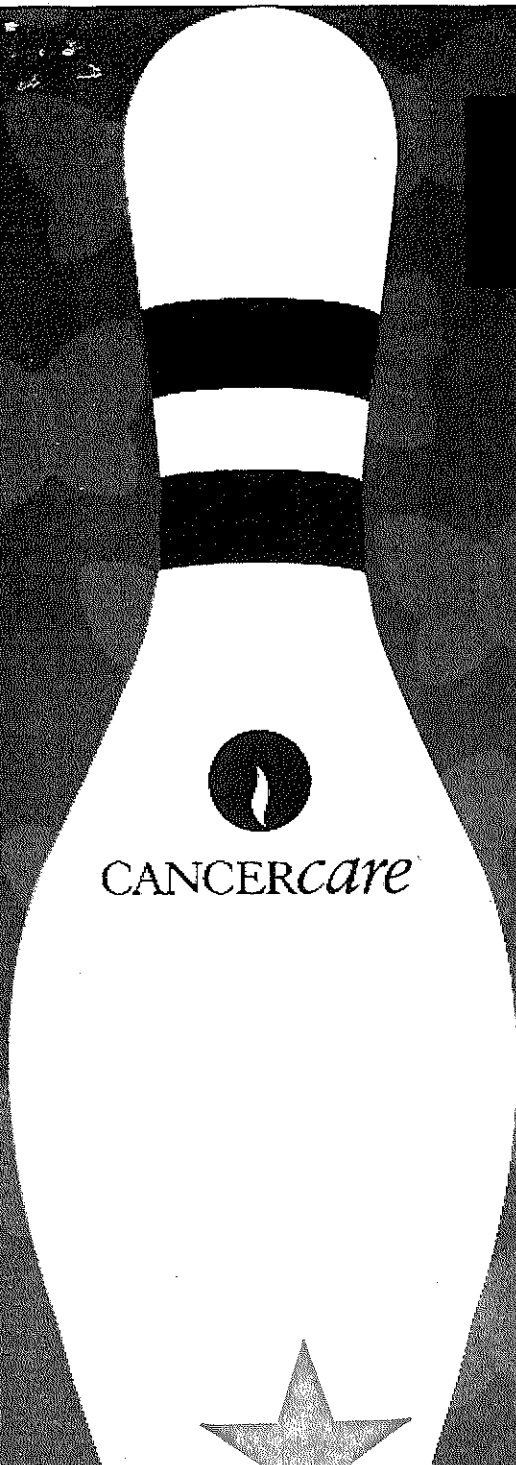
James & Kim Pellizzi
Steering Committee Member
Lung Cancer Walk for Hope

Founded in 1944, CancerCare is the leading national organization providing free, professional support services and information to help people manage the emotional, practical and financial challenges of cancer. Our comprehensive services include counseling and support groups over the phone, online and in-person, educational workshops, publications and financial and co-payment assistance. All CancerCare services are provided by oncology social workers and world-leading cancer experts. CancerCare programs and services help 180,000 people each year. We distribute 350,000 publications and welcome 2.2 million website visits annually. In the past year, CancerCare provided nearly \$13 million in financial assistance. The size and scope of CancerCare has grown tremendously since 1944, but it has never wavered from its mission of providing help and hope to people affected by cancer. To learn more, visit www.cancercare.org or call 800-813-HOPE (4673).



LONG ISLAND | 6800 JERICHO TURNPIKE, SUITE 120 WEST, SYOSSET, NY 11791 | WWW.CANCERCARE.ORG
T: 516-364-8130 OR 800-813-HOPE (4673) | F: 516-364-8699 | E: INFO@CANCERCARE.ORG





Join us for the 11th Annual Strike Out Cancer Fundraiser. All proceeds go to the 15th annual CancerCare Lung Cancer Walk. Your donation includes bowling, a hot buffet, coffee, cake, beer, wine and soda. There are also raffles, 50/50 and silent auctions.

Place: East Meadow Lanes
1840 Front Street
East Meadow, NY 11554
516.794.1111

Time: 5:30-9:30PM
Date: October 21st, 2017
Ticket: \$70 each online, \$80 at the door

Purchase Your Tickets by Oct 10th.
strikeout.eventbrite.com

To donate or for more information:
Contact Kim - 516.317.1746
or visit <http://bit.ly/thebutterflies>.
Please have your donations in by Oct. 10th!