Meeting of January 10, 2017



WHEREAS, by Resolution No. 700-2016, adopted on December 13, 2016, the Town Board authorized the publication of a Public Notice for a hearing scheduled to be held before the Town Board on January 10, 2017, to consider the adoption of a proposed Local Law entitled "A Local Law to Create a Premium Parking Program in the Town of Oyster Bay"; and

WHEREAS, Leonard Genova, Town Attorney and Thomas M. Sabellico, Special Counsel, by memorandum dated December 22, 2016, advised that the Town Board directed that they desire to cancel the public hearing scheduled for January 10, 2017 and directed that a Public Notice be published advising of the cancellation of said hearing; and

WHEREAS, a Public Notice of the cancellation of the public hearing scheduled for January 10, 2017 regarding the adoption of a proposed Local Law, entitled "A Local Law to Create a Premium Parking Program in the Town of Oyster Bay" was published,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board ratifies the publication of the Public Notice of the cancellation of the public hearing scheduled for January 10, 2017, regarding the proposed Local Law entitled "A Local Law to Create a Premium Parking Program in the Town of Oyster Bay"; and be it further

RESOLVED, That the said proposed Local Law has been withdrawn from consideration and the hearing has been accordingly cancelled.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Town Clerk

Carolin I

Town of Oyster Bay Inter-Departmental Memo

TO

MEMORANDUM DOCKET

FROM

Office of the Town Attorney

DATE

December 22, 2016

SUBJECT:

Proposed Local Law - Premium Parking

This office has been advised by the majority of the members of the Town Board that they desire to cancel the hearing scheduled for January 10, 2017 with respect to the above referenced proposed Local Law.

They have requested that our office direct the Office of Legislative Affairs to publish a Public Notice of the cancellation of said Public Hearing. Attached is a proposed Resolution ratifying and authorizing the publication of the Public Notice cancelling the proposed hearing. Please place this matter on the January 10, 2017 action calendar.

LEONARD GENOVA TOWN ATTORNEY

Thomas M. Sabellico Special Counsel

TMS:st Enclosures

cc: Town Attorney (w/10 copies)

2016-5732

2010-3732 S:\Attorney\LOCAL LAWS\Premium Parking\MD cancel.docx





WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by memorandum dated November 30, 2016, recommended that a refund in the amount of \$110.00 be authorized to Botto Brothers Plumbing and Heating, Inc., Woodbury Road, Hicksville, New York, 11801, from account number PAD B 0001 02555 000 0000, for Building Permit No. R16004615, dated September 19, 2016, because the subject property is not within the jurisdiction of Town of Oyster Bay, as it is in the Incorporated Village of Oyster Bay Cove,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Planning and Development is hereby authorized to issue Botto Brothers Plumbing and Heating, a refund in the amount of \$110.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller; and be it further

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

-#-

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

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

cc:

Supervisor Town Attorney Comptroller (2)

Planning & Development

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

November 30, 2016

TO:

MEMORANDUM DOCKET

FROM:

TIMOTHY R. ZIKE, ACTING COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: RESIDENT REFUND - BOTTO BROTHERS PLUMBING & HEATING INC.

Pursuant to the Code of the Town of Oyster Bay, this department granted an Instant Plumbing Permit #R16004615, dated September 19, 2016, receipt #01000421445, in the amount of \$110.00. This permit was processed, but the subject property is not under our jurisdiction and it is in the Incorporated Village of Oyster Bay Cove.

In light of the aforementioned facts, a one hundred ten dollar (\$110.00) refund for the Instant Plumbing Permit fee associated with this permit should be refunded to the plumber, Botto Brothers Plumbing & Heating, Inc., 128 Woodbury Road, Hicksville, New York 11801 under account number PAD B 0001 02555 000 0000.

Acting Commissioner

Cc: Tresporable Joseph G. Pinto, Town Councilman

Cer T _____ rnev's office (w10 copies)



128 Woodbury Road Hicksville, NY 11801 (516) 935-2900 Fax (516) 931-8736 <u>WWW.BOTTOBROS.COM</u>

November 3, 2016

Town of Oyster Bay Department of Planning and Development 74 Audrey Avenue Oyster Bay, NY 11771

Re: Permit # R16004615

To whom it may concern:

Please review the following claim form requesting a refund for a permit we filed on 9/19/16 (permit# R16004615). After submitting permit application, we received a phone call that SBL #25-B-653 is under Oyster Bay Cove jurisdiction and not that of Oyster Bay. The homeowner's name and address is Joan and Lawrence Berger, 450 Annandale Road, Syosset, NY 11791.

Attached are copies of the Building Permit, receipt for payment and cancelled check.

Your attention to this matter is greatly appreciated.

Regards.

Botto Brg. Plumbing & Heating, Inc.

Hunte President

65	TOWN OF OYSTER CLAIM AUDREY AVENUE, OYSTER BAY, NEW		FEDERALID # SO SILL 17/7/7.	COLAL SECURITY #
CLAIMANT	SNAME	CONTRACT #	GROER #	
Pot	to thes Plumbing + Heating, Inc	CONTRACT NAME	<u> </u>	
CLUMANT 128 V	Noodburg Rd Hicksville 11801	Berger		
THE PARTY PARTY	tings Department	CLAIMANT INVOICE # Permit	= R16004615	
FOLLY	OLLOW INSTRUCTIONS ON REVERSE SIDE THEN RETURN CLAIM	AND INVOICES TO DEPARTME	NT RECEIVING MATERIALS	ON SERVICES
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	Form prepared by Debbie Smyth -	- Building Divis	ion	
	Please return the completed for			
	Town of Oyster Bay			
	Department of Planning and Deve	elopment		
	74 Audrey Avenue			
	Oyster Bay, New York 11771			
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Check Image

Account

Spark Business Unlimited

(...)

Check Number

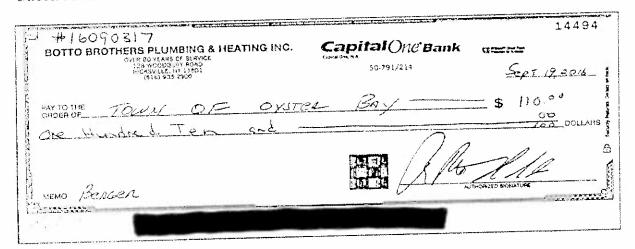
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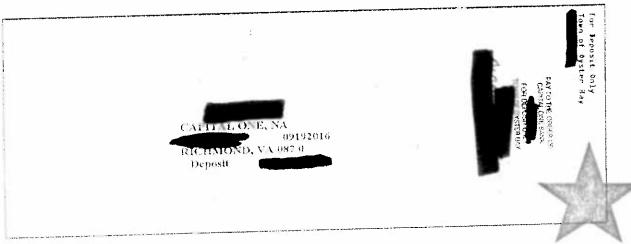
Posted Date

09/19/2016

Check Amount

\$110.00





2 ITEMS OF 2

PERMIT RECEIPT

OPERATOR: sgerber

COPY # : 1

Sec:25 Twp:Oyster B Rng: Sub: Blk:B Lot:653 SBL 25-B-653

DATE ISSUED....: 09/19/2016 RECEIPT #.....: 01000421445 REFERENÇE ID # ...: 16090317

SITE ADDRESS: 450 ANNANDALE DR

SUBDIVISION:

CITY SYOSSET IMPACT AREA

OWNER JOAN AND LAWRENCE BERGER ADDRESS 450 ANNANDALE DR CITY/STATE/ZIP ...: SYOSSET, NY 11791

RECEIVED FROM ... RECEIPT INTERFACE
CONTRACTOR ... PLUMBING WORK ONLY
COMPANY ... PLUMBING WORK ONLY
ADDRESS

LIC # PLUMBER

CITY/STATE/ZIP ,

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TOTAL PERMIT :

METHOD OF PAYMENT AMOUNT REFERENCE 110.00 14494 REFERENCE NUMBER

110.00 TOTAL RECEIPT :

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



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

Senool District		Section/Black/Lot	Zone App	lication No. ZBA Number ZBA Date Receipt No.
syos et		25-B-653	160	01000421445
Permittee	C D STATE	``, (, ,, ,,,	Contractor	PLOMBING WORK ONLY
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, , , , , , , , , , , , , , , , , , , ,			Electrician	The state of the s
Address of Ad	tuai Constructio	n		
450 ANNANDA SYOSSET, NY 1		**************************************	Tenant	
Permission Gre	inted for the	INSTALLATION OF	Estimated (ost of Construction \$0

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of Occupancy will be northly about by the W wond delay in the His	considered a violation of t actous confidence for little mance of the Earthcated o no job site, visual to public	the Code of the cation of the f Occupancy aspection,	ine T of Oyster Bay. Pror it various parts of the work w y. Permit and approved plan until completion of the work	plans must be and Developing made. Approach available to in	diess of size from submitted to rent and ore wed plans must be retained spection at all times.	are pobland	Company of the Compan
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PLUMBING INSPECTIONS

*Underground plumbins fore backfilling

*Rough plumbing - baf sad up and reary for text

*Final inspection whe are ket

*Sewer oc tion).

*Installation or re ners. (oil, gas, electric).

*All Tanks = ingro Theck with Building Division for required testing and in All Pleasure text required for natural or propering as installation, All arising on confidencement

*Nyolostatic pressure testing must be witnessed by a plumbing inspector.

For an tire applicated systems.

DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

nesse nearly without a Cictor cate of Occupancy will not be usued for this project until all of the required landscaping has been installed and inspected, or a performance bond in the amount of S_____has been posted with the fown of Cryster Bay

Date Issued	09/19/2016	Work Must Start By:	03/19/2017	_,,,,, _,,,,,
(it) must be assued by 09,	20. 2013 or permit will expire unless rene	wed prior to expiration.		
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THE REPORT OF THE PROPERTY OF



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

Plumbing	Inspector's Report
Time of Inspection:	Start: Finish:
Location of Inspection 450 ANNANG	DALE DR. SUUSSET
Section 25 Block B Lot(s):	653 Zone: Permit =: R16004615
Property Owner's Name: BERGER	Telephone #: 290 - 58/6
Plan ber's Name Botto	Telephone #: 935-3900
Plumber's Address HICKSVILLS	License #:
Samber of Englaces Installed	Number of Existing Fixtures:
PLA MBING Underground plumbing Rough plumbing Water test on rough plumbing Lead bend brass flange Pressure test on water pipe Final inspection Water service completed Gas test completed RPZ valve completed Sewer installation approved I mal scal test Lawn sprinklets Vacuum breaker valve Solar hearing Hot tub Grease trap inside Outside Sewer elector pump Sump pump Boilers Other	TANK INSPECTION Test approved on tank before installation Soil and excavations approved Test approved after installation Tank piping approved Above ground tank base approved Above ground tank approved FIRE SPRINKLER TEST Number of heads tested New installation approved 200lb test Alteration approved 50 over static pressure Approve double check valve installation VIOLATIONS Comply by: No previous rough inspection approved Unable to gain entry Neoprene flexible couplings not permitted Slip tubing traps not permitted 2"x1½" kitchen sink trap required Other
Please Nate: Do not close or cover	the work until a new inspection has been approved.
dispection Approved: Yes No	Document to Be Issued: LENS
	Left on Premises Report to Homeowner: By Mail
	ctor's Name:
Reversed By: Glar Pager Inspe	ctor's Signature:
AMS IS A COPY. THE ORIGIN	AL IS ON FILE IN THE BUYE. NG DIVISION.

Meeting of January 10, 2017

WHEREAS, Resolution No. 625-2015, adopted on November 10, 2015, authorized the Town Board to exercise the second one (1) year extension option of the agreement between On Time Court Reporting, Inc., 263 Brown Street, Mineola, New York 11501, and the Town of Oyster Bay, for the period beginning January 1, 2016 and ending December 31, 2016, to provide stenographic services for Town Board meetings, at a cost not to exceed \$14,000.00; and

WHEREAS, James Altadonna Jr., Town Clerk, by memoranda dated December 1, 2016, requested Town Board approval to amend Resolution 625-2015 to increase the "not to exceed" amount from \$14,000.00 to \$18,000.00, to cover the costs of stenographic services, with funds to be drawn from Account No. OTC A 1410 44120 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Board authorizes the amendment of Resolution 625-2015 to increase the "not to exceed" amount from \$14,000.00 to \$18,000.00, to cover the costs of stenographic services, with funds to be drawn from Account No. OTC A 1410 44120 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Town Clerk



Inter-Office Memorandum

TO:

MEMORANDUM DOCKET

FROM:

JAMES ALTADONNA JR., TOWN CLERK

DATE:

DECEMBER 1, 2016

SUBJECT: ON-TIME COURT REPORTING, INC. - 2016

The Office of the Town Clerk respectfully requests Town Board approval to amend Resolution 625-2015 to increase the "not to exceed" amount from \$14,000 to \$18,000 to cover the costs of stenographic services for Town Board meetings and hearings provided by On Time Court Reporting, Inc., 263 Brown Street, Mineola, New York 11501, for the year 2016.

Funds are available in Account No. OTC A 1410 44120 000 0000.

JA/lmn cc: Town Attorney/ w 10 copies TOWN CĽERK

CORRECTED COPY

Resolution No. 4-2017

Meeting of January 10, 2017

WHEREAS, Justin McCaffrey, Commissioner of the Department of Public Safety, by memorandum dated November 30, 2016, requested Town Board authorization to contract for the professional services of Dr. Mark Safford, 220 Loines Avenue, Merrick, New York 11566 in connection with the Town's automatic external defibrillation (AED) equipment, which includes services for inspection as well as overseeing training records and verification of proper operation of all AEDs which are owned by the Town in all of its facilities, in an amount not to exceed \$1,250.00 from July 1, 2016 through December 31, 2016,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Public Safety is hereby authorized to contract for the professional services of Dr. Mark Safford, 220 Loines Avenue, Merrick, New York 11566 in connection with the Town's automatic external defibrillation (AED) equipment, which includes services for inspection as well as overseeing training records and verification of proper operation of all AEDs which are owned by the Town in all of its facilities, in an amount not to exceed \$1,250.00 nunc pro tunc from July 1, 2016 through December 31, 2016; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim after audit, with the funds for said payment to be drawn from Account No. DPS A 3010 44900 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Safety

Reviewed By Offlice of Town Attorney

TOWN OF OYSTER BAY INTER-OFFICE MEMORANDUM

DATE

November 30, 2016

TO

MEMORANDUM DOCKET

FROM

Justin McCaffrey/Commissioner

SUBJECT

Professional Services AED Oversight

The Department of Public Safety has been utilizing the services of Mark Safford, MD., of 220 Loines Avenue, Merrick, New York for the inspection as well as overseeing training records and verification of proper operation of all AED's which are owned by the Town in all its facilities. This service is mandated by the New York State Health Department, law article 30 and 30A Emergency Medical Services.

In accordance with the Town's Procurement Policy, the Department of Public Safety had verified with the Comptroller's Office that this professional service is exempt under guideline 6, services under \$10,000.00 in a calendar year.

This service contract is not to exceed \$1,250.00. Funds for the above request are available in Account DPS A 3010 44900 000 0000. This contract has been reviewed by the Town Attorney's Office.

Therefore, we respectfully request Town Board authorization for the Supervisor to enter into a contract. Further Town Board authorization is requested to ratify this service from July 1, 2016 through December 31, 2016.

Commissioner

Department of Public Safety

JM:lk

Town Attorney (+10)

Meeting of January 10, 2017

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated December 8, 2016, has requested Town Board authorization to enter into a contract with the Nassau County Department of Human Services to receive grant funding for youth program services, for the period covering January 1, 2016 through December 31, 2016, in the amount of \$65,000.00, and as Nassau County has consolidated grant recipients for their program, the Town will distribute \$1,346.00 of the \$65,000.00 to the Incorporated Village of Bayville,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized to enter into a contract with the Nassau County Department of Human Services for Youth Program Services, in the amount of \$65,000.00, nunc pro tunc, from January 1, 2016 through December 31, 2016, with the Town to distribute \$1,346.00 of the \$65,000.00 to the Incorporated Village of Bayville, with funds for said program to be deposited into Account No. TWN A 0000 00410 000 0000, and distributed to the Incorporated Village of Bayville from Account No. CYS A 7020 47620 000 0000, once a transfer of funds has been completed.

3.6

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

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

cc: Supervisor Town Attorney Comptroller (2)

Comptroller (2)
Community & Youth Services



TOWN OF OYSTER BAY

Inter-Departmental Memo

December 8, 2016

To:

Memorandum Docket

From:

Maureen A. Fitzgerald, Commissioner

Department of Community & Youth Services

Subject:

Contract for Youth Services Grant

The Department of Community & Youth Services is requesting Town Board authorization to enter into a contract with the Nassau County Department of Human Services to receive grant funding for Youth Program Services. The contract services would be for the period covering January 1, 2016 through December 31, 2016 in the amount of \$65,000.00. Last year, the contract was approved by Town Board Resolution No. 46-2016, dated February 2, 2016.

As was the case last year, \$1,346.00 of the \$65,000.00 must be distributed to the Incorporated Village of Bayville. The contract with Nassau County has been sent to the Town Attorney's Office for approval as to form. I have attached a copy of the *Notice of Grant Award*.

Therefore, we respectfully request that the Town Board approve the contract, with the Nassau County Department of Human Services for Youth Program Services. Funds will be deposited in account no. TWN A 0000 00410 000 0000 and all payments will be paid from account no. CYS A 7020 47620 000 0000.

Maureen A. Fitzgerald

Commissioner

MAF:lw

cc: Town Attorney (+10 copies)

Attachments



EDWARD P. MANGANO COUNTY EXECUTIVE

IAMES DOLAN ACTING COMMISSIONER
DEPARTMENT OF HUMAN SERVICES



MARGARET MARTINEZ-MALITO OFFICE FOR YOUTH SERVICES

COUNTY OF NASSAU DEPARTMENT OF HUMAN SERVICES Office for Youth Services

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3691 516-227-7134 FAX 516-227-7107

September 29, 2016

lris Williams Youth Board Coordinator Town of Oyster Bay 977 Hicksville Road Massapequa, NY, 11758

Dear Ms. Williams.

We are pleased to inform you that your agency has been awarded the sum of \$65,000,00 through the Nassau County Department of Human Services. Office of Youth Services contract for the funding period of January 1, 2016 through December 31, 2016.

This award is being made with the understanding that if there are reductions in state or county funding, the contract amount is subject to change.

Please be advised the contract has been updated. Important changes to note are:

- Section 11(a) iv, and Section 13.
- The exclusion of section 3(i) iii shall not be interpreted to mean that the advance will not be recouped, but rather that it will be recouped during the middle six months, or at the discretion of the Department in a way that suits the needs of your agency best.
- Program specific requirements are now located in Appendix "A".

Any 2016 claim submitted MUST contain one (1) original and two (2) copies.

AN OFFICIAL GRANT AWARD CAN BE MADE ONLY AFTER FINAL REVIEW AND APPROVAL OF THE COMPLETED CONTRACT AND BUDGET FORMS BY THE OFFICE, THE COUNTY EXECUTIVE, AND THE COUNTY LEGISLATURE. THEREFORE, NO PUBLIC ANNOUNCEMENT MAY BE MADE UNTIL THE CONTRACT HAS BEEN FULLY EXECUTED.

Attached are the contract, application, budget, voucher forms, and instructions. Please sign and notarize the contract in BLUE INK and return it with the application, current insurance certificates, and voucher forms. We also need a copy of your current lease(s), if applicable. Please return the budget electronically to Al Raman at Alok.Raman@hhsnassaucountyny.us and to the Youth Services mailbox at OfficeYouthSyr@hhsnassaucountyny.us. The completed applications should be sent to Keith Gerber (Keith.Gerber@hhsnassaucountyny.us). and also the Youth Services mailbox.

Please note that an Agency Financial Control Questionnaire is also attached. This form MUST be completed and returned directly to: Field Audit, Nassau County Comptroller's Office, 240 Old Country Road, Mineola, NY 11501.

Thank you for your continued efforts to serve the youth of Nassau County.

Sincerely,

Margaret Martinez-Malito

Director, Office for Youth Services

M. Marinez Malio

Office of lown Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, and Iris Williams, Accounting Assistant III, Department of Community and Youth Services, by memorandum dated January 8, 2016, request Town Board authorization to enter into a contract with the Nassau County Department of Human Services to receive grant funding for youth program services, for the period covering January 1, 2015 through December 31, 2015, in the amount of \$65,000.00, and as Nassau County has consolidated grant recipients for their program, the Town will distribute \$1,346.00 of the \$65,000.00 to the Incorporated Village of Bayville,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor or his designee is hereby authorized to enter into a contract with the Nassau County Department of Human Services for Youth Program Services, in the amount of \$65,000.00, nunc pro tunc, from January 1, 2015 through December 31, 2015, with the Town to distribute \$1,346.00 of the \$65,000.00 to the Incorporated Village of Bayville, with funds for said program to be deposited into Account No. TWN A 0000 00410 000 0000, and distributed to the Incorporated Village of Bayville from Account No. CYS A 7020 47620 000 0000, once a transfer of funds has been completed.

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)
Companity & Y

cc:

Community & Youth Services



WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated December 8, 2016, has requested Town Board authorization at a total cost of \$2,200.00, to employ performers to entertain GAP Program participants as follows:

Kidz Entertainment, Inc. 2914 Carnation Avenue Baldwin, NY 11510

Performance Date: Friday, February 3, 2017 Location: Marjorie R. Post Community Center

Fee: \$500.00

Timothy Aldridge 38 Constable Lane Levittown, New York 11756

Performance Date: Tuesday, February 14, 2017 & Friday, February 17, 2017

Location: Syosset-Woodbury Community Center

Fee: \$300.00 per performance

Brooklyn Martial Arts 289 Livingston Street Brooklyn, NY 11217

Performance Date: Friday, March 3, 2017

Location: Syosset-Woodbury Community Center

Fee: \$350.00

A Floating Affair 166-20 Pigeon Meadow Road Flushing, New York 11358

Performance Date: Friday, March 17, 2017 Location: Syosset-Woodbury Community Center

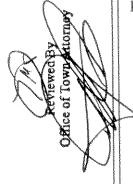
Fee: \$300.00

Quilla's Catering Inc. 39 Alabama Avenue Hempstead, NY 11550

Performance Date: Friday, March 24, 2017 & Friday March 31, 2017

Location: Syosset-Woodbury Community Center

Fee: \$300.00 (March 24, 2017), \$150.00 (March 31, 2017)



NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Community and Youth Services is hereby authorized to employ the aforementioned performers, on the dates, locations and fees as abovementioned, for a total cost of \$2,200.00, for the purposes of providing entertainment to GAP Program participants; and be it further

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

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

cc: S

Supervisor Town Attorney Comptroller (2)

Community & Youth Services

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

December 8, 2016

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT:

Services for GAP

The Department of Community & Youth Services requests Town Board authorization to employ the services of the performers listed on the attached sheet for the dates and locations noted. They will be providing entertainment for GAP Program participants.

The total cost of these services is \$2,200.00. Funds are available in Account CYS A 7020 47660 000 0000, *Special Events*. In accordance with Guideline 5, Section b, of the Town Procurement Policy, these services are exempt from the solicitation, written proposal or requirements of the policy.

Maureen A. Fitzgerald

Commissioner

MAF:jd Attachment

cc: Town Attorney (+10 copies)



The state of the s		Activities		1
Name / Check Made Pavable To	Address	Performance Date	Performance Location	3
Kidz Entertainment,	2914 Carnation Avenue	Friday, 2/3/17	Marjorie R. Post Community Center	\$500.00
Timothy Aldridge	38 Constable Lane Levittown, NY 11756	Tuesday, 2/14/17 Friday, 2/17/17	Syosset-Woodbury Community Center Syosset-Woodbury Community Center	\$300.00
Brooklyn Martial Arts	289 Livingston Street	Friday, 3/3/17	Syosset-Woodbury Community Center	\$350.00
A Floating Affair	Brooklyn, NY 1121/ 166-20 Pidgeon Meadow Road	Friday, 3/17/17	Syosset-Woodbury Community Center	\$300.00
	Flushing, NY 11358	77/7/2010	Succeed Moodhum Community Center	\$300.00
Quilla's Catering Inc.	39 Alabama Avenue Hempstead, NY 11550	Friday, 3/31/17	Syosset-Woodbury Community Center	\$150.00



WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated December 8, 2016, requested Town Board authorization to employ a performer to provide entertainment for GAP Program participants at a total cost to be determined by the number of enrollees and will be paid by Friends of the Community Services Dept., Inc., as follows:

Elizabeth Swansen Director of Create Dance Center LTD 5687 Merrick Road Massapequa, N.Y. 11758 Performance Dates and Locations:

- January 24, 2017 Syosset-Woodbury Community Center
- March 3, 2017 Marjorie R. Post Community Park

Fee: TBD

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Community and Youth Services is hereby authorized to employ the aforementioned services, on the date, location and fee as abovementioned, at a total cost to be determined by the number of enrollees and will be paid by Friends of the Community Services Dept., Inc.

_#

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

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

cc: Supervisor Town Attorney

Comptroller (2)

Community & Youth Services

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

December 8, 2016

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT:

Services for GAP

The Department of Community & Youth Services requests Town Board authorization to employ the services of Elizabeth Swansen to provide entertainment for the Group Activities Program (GAP). Elizabeth Swansen, of 5687 Merrick Road, Massapequa, N.Y. 11758, is the director of *Create Dance Center LTD*. The services will be provided on January 24, 2017 at Syosset-Woodbury Community Center and March 3, 2017 at Marjorie R. Post Community Park. The cost will be determined by the number of enrollees and will be paid by Friends of the Community Services Dept., Inc.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community & Youth Services to employ the services of Elizabeth Swansen on January 24, 2017 at Syosset-Woodbury Community Center and March 3, 2017 at Marjorie R. Post Community Park.

Maureen A. Fitzgerald

Commissioner

MAF:jd Attachment

cc: Town Attorney (+10 copies)



Contract No.: 037-2017

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Elizabeth Swansen, 5687 Merrick Road, Massapequa, New York 11758 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by:

Create Dance Center LTD.

Dates:

January 24, 2017 & March 3, 2017

Locations:

Syosset-Woodbury Community Park (January 24, 2017)

Marjorie R. Post Community Park (March 3, 2017)

Amount:

TBD (To be determined)

In consideration of these services, the TOWN agrees to pay CONTRACTOR a fee based on the number of enrollees. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN. Funds for this performance will be paid by Friends of Community Services Department, Inc.

	77 W TO E.T.
CONTRA	ACTOR
DATE:	, 2016
TOWN OF OYS	STER BAY
COMMIS	SSIONER
DATE:	, 2017
	ATTENDED TO

FLIZABETH SWANSEN

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated December 8, 2016, has requested that the Town Board authorize the following Town-Wide Senior Trip for February 2017:

<u>Date</u>	Place	Cost Includes
Wednesday, February 15, 2017	Woodbury Country Club Valentine Day Luncheon \$42	\$42.00 per person includes transportation (if required), luncheon, entertainment, and valet parking

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the abovementioned Town-Wide Senior Trip for February 2017 is hereby authorized; and be it further

RESOLVED, That the Department of Community and Youth Services, is hereby authorized to make any adjustments, deletions, or changes, as needed, to the above schedule, provided that in the event of any said change, each participant is permitted to receive a full refund if the change is not to his or her preference; and be it further

RESOLVED, That the hereinabove set forth self-sustaining Town-Wide Senior Trip is to be conducted pursuant to the Department of Community and Youth Services procedure for self-sustaining accounts.

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

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

cc: Supervisor Town Attorney

Comptroller (2)

Community & Youth Services

Reviewed By Office of Town Afforney

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

December 8, 2016

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT: Senior Trip for February 2017

The Department of Community & Youth Services is requesting Town Board authorization to provide a Senior Trip for February 2017 (see attachment).

The Department also requests authorization for the Commissioner of Community and Youth Services to make adjustments, deletions or changes, as needed, provided that in the event of change, participants are permitted to receive a full refund if the change is not to his or her preference.

The Town Wide Senior Trips are to be conducted pursuant to the Department of Community and Youth Service's procedures for self-sustaining accounts.

Commissioner

MAF:dw Attachment

cc: Town Attorney (+10 copies)



2017 TOWN WIDE SENIOR TRIPS

February

o,	Place & Cost	Includes
Date Wednesday, February 15th	Woodbury Country Club Valentine's Day Luncheon \$42.00	 Town & School Bus



Meeting of January 10, 2017

Resolution No. 9-2017

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services by memorandum dated December 15, 2016, has requested Town Board authorization to renew a licensing agreement between the Town of Oyster Bay and Broadcast Music, Incorporated (BMI), in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$2,951.00, nunc pro tunc from December 1, 2016 through November 30, 2017,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Town of Oyster Bay hereby renews its licensing agreement with Broadcast Music, Incorporated (BMI), nunc pro tunc from December 1, 2016 through November 30, 2017, in order to fulfill the requirement that all of the Town's music programs be licensed, said agreement to be at a cost of \$2,951.00, 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.

#..

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

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

Supervisor Town Attorney Comptroller (2)

Community & Youth Services

cc:

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

December 15, 2016

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT:

License Agreement - Broadcast Music, Incorporated

The Department of Community & Youth Services requests authorization to renew a licensing agreement with Broadcast Music, Incorporated (BMI). Last year, the licensing agreement was authorized by Town Board Resolution No. 14-2016, dated January 5, 2016. BMI represents 475,000 songwriters, composers, and music publishers. All music performed through the Town's various programs must be licensed to comply with music copyright laws. The Town also has music licensing agreements with the Society of European Stage Authors & Composers (SESAC, Inc.) and American Society of Composers, Authors and Publishers ("ASCAP").

It is requested this licensing agreement be ratified and continued from December 1, 2016 through November 30, 2017 and the fee is based on the Town's population (see attached). The cost of renewing the licensing fee is \$2,951.00. Funds for the licensing fee are available in Account No. CYS A 7020 47660 000 0000, Special Events.

Maureen A. Fitzgerald

Commissioner

MAF:lw

cc: Town Attorney (+10 copies)

Attachments





Invoice & Remittance Advice		
Account Number:	1566337	
Billing Number:	29092987	
Billing Date:	05-DEC-50JP	
Total Amount Due:	00.12Fr	
Amount Enclosed:		

Pay Online: www.bmi.com/payments



Iris Williams The Town Of Oyster Bay, New York Community & Youth Services 977 Hicksville Road, 2nd Floor Massapequa NY 11758

1766331290929870000029510017

BMI PO Box 630893 Cincinnati OH 45263-0893

Contact us: (888) 492-6264

www.bml.com/email

Please return the above portion with your payment Correspondence written on this notice or sent to this address will not be recognized by BMi

Rilling Number	Reginning Balance	Billed and Adjusted	Payments	Ending Belance
29092987	\$0.00	\$2,951.00	\$0.00	\$2,951.00

Data Type Transaction#	Description	Amount Due (In USD)
Account# 1766331 The Town Of Oyster Bay, New York		
54 Audrey Avenue Oyster Bay NY 11771 01-DEC-2016 INV 9408354	Estimated Fee 12/01/2016 - 11/30/2017	\$2,951.00

If you are billed quarterly or semi-annually and your payment is 90 days past due, the unpaid balance of your Annual Fee is now due in full.

BMI customers have the following online features:

Manage your account online using the account and billing numbers appearing on the top of this invoice at: www.bmi.com/lge. For the best online experience, please use the Google Chrome browser. Make a payment at: www.bmi.com/payments using the account number and billing number above to login. In addition to American Express. MasterCard, Discover and VISA, we now accept payments from BOTH business and personal checking

Recently held a Special Event with gross revenues in excess of \$25,000 or more? These events should be reported within 90 days as outlined in your BMI Local Government Entities License agreement. Please contact your BMI representative at 877-264-2137 to request a report form.

Connect with additional savings for your business at: www.bmi.com/jbl - www.bmi.com/dell - www.bmi.com/fedex.

The license fees and/or balances payable per this bill are covered by Purchase Order(s) N-4526

Broadcast Music Inc.

10 Music Square East



Profile Details

Music Profile Information for: 12/01/2016 - 11/30/2017 The following information represents changes to your account.		Invoice: 9408354			
54 Audrey Avenue Oyster Bay, NY 11771	Profile Details	Adjusted Profile Details	Previous Fees	Adjusted Annual Fee	Change In Fee
Base License Fee			0.00	2,951.00	2,951.00
Population		300001			

COMMUNITY & YOUTH SERVICES
TOWN OF OYSTER BAY

oadcast Music Inc.

10 Music Square East

Nashville, TN 37203-4399

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, and Iris Williams, Accounting Assistant III, Department of Community and Youth Services, by memorandum dated December 16, 2015, request authorization to renew a licensing agreement between the Town of Oyster Bay and Broadcast Music, Incorporated (BMI), in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$2,946.00, nunc pro tunc from December 1, 2015 through November 30, 2016,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Town of Oyster Bay hereby renews its licensing agreement with Broadcast Music, Incorporated (BMI), nunc pro tunc from December 1, 2015 through November 30, 2016, in order to fulfill the requirement that all of the Town's music programs be licensed, said agreement to be at a cost of \$2,946.00, 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, 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:

	A 110
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)
Community & Youth Services



Resolution No. 10-2017

Meeting of January 10, 2017

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated December 15, 2016, has requested Town Board authorization to permit the services of the Saint Francis Hospital Community Outreach Van from January 17, 2017 to December 31, 2017, at Town Parks and Community Centers; and

WHEREAS, the Community Outreach Van will provide screening for diabetes and cholesterol, take blood pressure and give appropriate patient education and referrals as needed, at no cost to the Town.

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned request is hereby approved and the Town Board authorizes the Department of Community and Youth Services to permit the services of the Saint Francis Hospital Community Outreach Van from January 17, 2017 to December 31, 2017, at Town Parks and Community Centers.

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

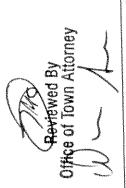
Acting Supervisor Muscarella
Councilman Macagnone
Councilman Coschignano
Councilman Pinto
Councilwoman Alesia
Councilwoman Johnson
Aye
Aye

cc: Supervisor

Town Attorney

Comptroller (2)

Community & Youth Services



Law o

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

December 15, 2016

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT:

Saint Francis Hospital Outreach Van

The Department of Community and Youth Services requests Town Board authorization to permit the services of the Saint Francis Hospital Community Outreach Van from January 17, 2017 to December 31, 2017 at Town Parks & Community Centers.

The Community Outreach Van will provide screening for Diabetes and Cholesterol, take blood pressure and give appropriate patient education and referrals as needed.

An updated certificate of insurance naming the Town of Oyster Bay as additional named insured will be submitted prior to services rendered. There will be no costs incurred by the Town for these services.

Maureen A. Fitzgerald

Commissioner

MAF:mr Attachments

cc: Town Attorney (+ 10 copies)



COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Town of Oyster Bay 977 Hicksville Road Massapequa, NY 11758

As respects to St. Francis Hospital Outreach Bus

January 18, 2017

Hicksville Community Center

28 West Carl Street, Hicksville, NY 11801

January 20, 2017

Marjorie R. Post Community Park

Unqua & Merrick Roads, Massapequa, NY 11758

February 22, 2017

Syosset Woodbury Community Park

7800 Jericho Turnpike, Woodbury, NY 11797

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

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

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

Reviewed By Office of Town Attorney



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EVIDENCE OF INSURANCE							
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THE EXPIRATION DATE THEREOF, NOTICE ACCORDANCE WITH THE POLICY PROVISIONS. Town Of Oyster Bay 977 Hicksville Rd Massapequa, NY 11758

AUTHORIZED REPRESENTATIVE grandsale

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Office of Town Attorney

Office of

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ACORD 25 (2016/03)

Reviewed
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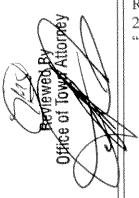
ACORD 25 (2816/03)

Reviewe Office of Town

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated December 15, 2016, has requested Town Board authorization to host an Art Gallery and Reception, to welcome the Town's 2017 Rotational Artists and to present the winning artists with their awards, said event to be paid for by "The Friends of Community and Youth Service Department, Inc.", and to be held at the Syosset-Woodbury Community Center, on Wednesday, January 11, 2017, between the hours of 7:30 p.m. and 9:30 p.m.,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and authorization is hereby granted to host an Art Gallery and Reception, to be held at the Syosset-Woodbury Community Center, on Wednesday, January 11, 2017, between the hours of 7:30 p.m. and 9:30 p.m., with payment for said event being made by "The Friends of Community and Youth Service Department, Inc."

-#-



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

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

cc: Supervisor Town Attorney Comptroller (2)

Community & Youth Services

Carrie

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

December 15, 2016

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT:

2017 Town of Oyster Bay Rotational Art Gallery and Reception

The Department of Community & Youth Services requests Town Board authorization, to host an Art Gallery and Reception to welcome our 2017 Rotational Artists and to present the winning artists with their awards. The reception will be open to the public. Light refreshments will be served and will be paid for through "Friends of the Community Service Department Inc.".

The event is scheduled to be held on the date and at the location noted below:

Syosset-Woodbury-Community Center 7800 Jericho Turnpike Woodbury, NY Wednesday, January 11, 2017 7:30-9:30 PM

Maureen A. Fitzgerald

Commissioner

MAF:sab

cc: Town Attorney (+10 copies)

Meeting of January 10, 2017



WHEREAS, Tina Diamond, President of the Women's Club of Farmingdale, has offered to donate a five (5) foot wood and glass, four (4) shelf display cabinet to the Town of Oyster Bay, to be placed in the community center at Ellsworth W. Allen Town Park, Farmingdale, New York, to display the award certificates and group pictures of the Women's Club of Farmingdale; and

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated December 9, 2016, recommends that the Town accept said donation; and

WHEREAS, the value of the five (5) foot wood and glass, four (4) shelf display cabinet is estimated to be \$350.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of a five (5) foot wood and glass, four (4) shelf display cabinet, to be placed in the community center at Ellsworth W. Allen Town Park, Farmingdale, New York, to display the award certificates and group pictures of the Women's Club of Farmingdale.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks



TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO:

MEMORANDUM DOCKET

FROM:

Frank A. Nocerino, Commissioner of Parks

DATE:

December 9, 2016

SUBJECT:

DONATION OF DISPLAY CASE

The Department of Parks has received a request, (attached), from Tina Diamond, President of the Women's Club of Farmingdale, to donate a 5 foot wood and glass, 4 shelf display cabinet to the Town of Oyster Bay. The case will be used by the Women's Club of Farmingdale to display award certificates and group pictures. The display case will be the sole responsibility of the women's club.

The Department of Parks finds that the display cabinet will be an appropriate addition to the community center at Ellsworth W. Allen Town Park.

Town Board authorization is hereby requested to accept this donation as outlined above. The value of this donation is estimated to be \$350.00.

FRANK A. NOCERDIO COMMISSIONER OF PARKS

FAN/dl Cc: Town Board (10 copies) Attachment



WE Women's Club of Farmingdale

Dedicated to Education, Chilanthropic Endeavors, Civic Ande and Pocial Enrichment

Nov 30,2016

Commissioner of Parks Town of Oyster Bay Frank Nocerino

To Commissioner Frank Nocerino,

The Women's Club of Farrmingdale meets at Allen Park, Farmingdale every month. We have received a generous donation from one of the members to get a wood & glass, 4 - shelf display cabinet to display our NYS award certificates and group pictures. We would like to ask permission to keep this 5 ft shelf unit valued at approx. \$350 at Allen Park in an out-of-the-way corner. The shelf will be secured so it will not move and we do not hold anyone responsible for the contents within.

Please advise if we can put this unit at Allen Park where we meet.

Thank you for your consideration of this request.

Tina Diamond, President Women's Club of Farmingdale



WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by memorandum dated December 14, 2016, recommended that a refund in the amount of \$375.00 be authorized to Direct Energy Solar, 28 Colt Court, Ronkonkoma, New York, 11779, under account number PAD B 0001 02555 000 0000, for Building Permit No. R16003320, because the permit application was voluntarily withdrawn due to a financial hardship on the part of the property owner,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as pereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund to Direct Energy Solar in the amount of \$375.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller; and be it further

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

-#-

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

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

ce: Supervisor
Town Attorney
Comptroller (2)
Planning & Development

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

December 14, 2016

TO:

MEMORANDUM DOCKET

FROM:

TIMOTHY R. ZIKE, ACTING COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: RESIDENT REFUND - DIRECT ENERGY SOLAR

Pursuant to the Code of the Town of Oyster Bay, this department granted a Building Permit, Number R16003320 dated July 13, 2016, receipt #01000417953 in the amount of \$425.00. The total permit fee was \$425.00 minus the \$50.00 application fee, receipt #01000417154, which is nonrefundable. This permit is being withdrawn by the property owner due to a financial hardship as per the attached letter from Direct Energy Solar. A copy of the building inspector's report is attached verifying that the construction was not done.

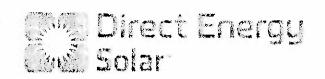
Therefore, in light of the aforementioned facts, A three hundred seventy-five dollar (\$375.00) refund for the building permit fees associated with Building Permit Number R16003320 should be refunded to Direct Energy Solar, 28 Colt Court, Ronkonkoma, New York 11779 under account number PAD B 0001 02555 000 0000.

Acting Commissioner

cc Town Attorney (w/10 copies)

cc: The Honorable Joseph G. Pinto, Town Councilman





September 6, 2016

To whom it may concern,

We would like to request a refund for a permit application. On 5/20/2016 we applied for a permit (\$50.00) for the installation of solar panels at 23 Bayview Street West, Massapequa, NY 11758. On 6/17/2016 we made the final payment (\$375.00) for the permit. On 6/20/2016 our customer cancelled their order due to financial reasons. The permit number is R16003320.

If you need any addition information, please do not hesitate to call me.

Regards,

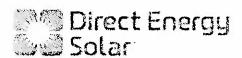
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Caran Rose
Operations Coordinator

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E curan rose@directenergysolar.com

28 Cor Court Rockbrikema NY 11779 www.directenergysolar.com



YOUR SUN, YOUR POWER, YOUR WAY, "

*

28 felt Court • Ronkenkoma NY 11229 Prione 300.90 46131 • Fax 631383 2525 • Web, dredsheigige becad

Town of Oyster Bay	PLEASE NOTE
Building Department	Your permit cannot be issued until the following items are received:
The fee for the permit regarding application # /6050507 has been calculated \$ 425. Total Permit Fee \$ 50.00 Application Fee Paid	Plumbing Application Plumbers Insurance Liability/ Workers Compensation Contractors Workers Comp Other -
\$ 375. Balance Due	Submit Balance Due
	Please note all insurance's must be valid and updated when necessary before a permit can be issued.
For further information you may contact	the building department at (516) 624-6200
Section 66 Block 48 Lo	126

Ray, 2 - 4/23/13





SEPMIT PECEIFF

OPERATOR: sgerber CORY # : 1

Sec. 30 Twp. Cyster 8 Ang. Sub. Blk. 48 Lot. Do.

5Bb 66-48-26

DATE ISSUED...: 06/02/1016 RECEIPT #...: 01000417154 REFERENCE ID # ..: 16050507

Permit Num ...: R16003320
SITE ADDRESS ...: 23 W BAYVIEW ST
SUBDIVISION ...:
CITY ...: EAST MASSAPEQUA

TMPACT AREA:

OWNER RICHARD & MARIA PASINER ADDRESS 23 BAYVIEW STREET WEST CLTY/STATE/ZIP ...: MASSAPEQUA, NY 11758

RECEIVED FROM :: RECEIPT INTERFACE

CONTRACTOR :: DIV OF ASTRUM SOLAR INC LIC # 01405

COMPANY :: DIRECT ENERGY SOLAR

ADDRESS :: 28 COLT COURT

CITY/STATE/ZIP :: RONKONKOMA, NY 11779

TELEPHONE :: (631) 585-0500

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
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THIN OF EYSTER BAY

CEC CREDIT RECEIPT

REC2191 = : 01000437453

PRINT DATE : 12/08/2016 PRINT TIME : 13:01:31 OPERATOR : sgerber COPY # : 1 RECEUPT DATE : 06/20,2016

CASH DRAWER: 01 RECEIVED BY : SU RECUD. FROM : DIRECT EMERGY SOLAR

PAYMENT TIEM CUSTOMER IB 1.006 v \$50.00 050 CREDIT -50.00

-50.00 TOTAL

METHOD OF PAYMENT AMOUNT REFERENCE NUMBER 375.00 110984 CHECK

375.60 TOTAL RECEIPT :



TERMIT PROBLET

OPELATOR: SIRCE Colfornia 1 1

Sec: 50 Twp: Cyster B Rng: Sub: Blk: 15 Lot: 26

995 66-48-26

DATE ISSUED. : 06/20/2016 RECEIPT # : 01000417953 REFERENCE ID # : 16050507

Fermit Num : R16003320
SITE ADDRESS : 23 W BAYVIEW ST
SUBDIVISION : EAST MASSAPEQUA
IMPACT AREA : :

OWNER ... : RICHARD & MARIA PASINER ADDRESS . . . : 23 BAYVIEW STREET WEST CITY/STATE/ZIP . : MASSAPEQUA, NY 11758

RECEIVED FROM ...: RECEIPT INTERFACE
CONTRACTOR ...: DIV OF ASTRUM SOLAR INC LIC # 01405
COMPANY ...: DIRECT ENERGY SOLAR
ADDRESS ...: 28 COLT COURT
CITY/STATE/ZIP ..: RONKONKOMA, NY 11779
TELEPHONE ...: (631) 585-0500

FEE ID UNIT	QUANTITY	TRUCMA	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE VALUATION B-CC	25,500.00	400.00 25.00	0.00 0.00	400.00 25.00	0.00 0.00
TOTAL LEPATE		425.00	0.00	425.00	0.00



TOWN OF OYSTER BAY

CLAIM

TAXPAYER IDENTIFICATION NUMBER FEDERAL ID # SOCIAL SECURITY #

AUDREY AVEN	IUE, CYSTER BAY, NEW YORK 11771	27-14	27044
CLAIMANT'S NAME DIRECT ENERGY SOLAR	CONTRACT #	ORDE	R #
CLAIMANT'S ADDRESS	(0.77)		
28 COLT COURT, RONKONKOMA,	NY 11779 CONTRACT NAME		
TOWN DEPARTMENT PLANNING & DEVELOPMENT	CLAIMANT INVOICE	A	
FOLLOW INSTRUCTIONS ON REVERSE SH	DE THEN RETURN CLAIM AND INVOICES TO DE		
DETAIL	LED DESCRIPTION OF MATERIALS C	PARTMENT RECEIVING MATERI	ALS OR SERVICES
DATE	DESCRIPTION		· · · · · · · · · · · · · · · · · · ·
11/1/16 REFUND FOR SOLAR P.	ERMIT #R16003320 ISSUED	ON UNIT PRICE	TOTAL
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BY THE SOLAR COMPA			
Form prepared by Deb	bie Smyth - Building Di		
Please return the co		vision	
{	whiers torm fo:		
Town of Oyster Bay			
Department of Plannin	ng and Development		
74 Audrey Avenue			
Oyster Bay, New York	11771		
LOW CERTIFICATION MUST BE PROPERLY FILLED O	NIT BY THE COMMENT		
BY CERTIFY the above articles were cold and deliber-	mad manual density and the second	TOTAL AMOUNT	\$375.00
BY CERTIFY the above articles were sold and deliver Bay on the dates and for the prices or amounts bills are of has been paid except as stated therein and the	ad and/or the above service rendered to the To	own of CASH DISCOUNT X	
		part NET AMOUNT	
hand to the state of the state	D. 乃造(及的产品 土物 4.4.4.1 (4. 4.4.4.1 (4. 4.4.4.1))。		
* * * * THREE HUNDRED SEVENTY— lly due and owing, and that taxes from which the To	FIVE DOLLARS AND NO CEN	ITS***	
	with the Ohites pay is exempt are excluded there	ifrom.	
NT FURTHER CERTIFIES that the unit prices charged tental or commercial consumer for like deliveries.	herein are not higher than those charged to ar	y	
O A CO. TO THE DEIVERS.		Date 1/ 7/	16
· Carche Most	Title .		· · · · · · · · · · · · · · · · · · ·
PROPERTY CARAN KOSE	Name of Company	DIRECT	
APPROVE this claim form for the sum of ****	THE RESERVE AND PARTY OF THE PA	NITCH Y	SOLAR
which were actually performed and were for the To	***\$375.00****** for t	he services, disbursements and	inaterials herein
	Deputy	7 7 4	01/00:0
Timothy R. Zike	Commissioner	Sate 117	01/2016
we blanning and Development	1. y . 1 Al . 15 - (00) 1 - 10 (10)	5.460 1.4000	



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

B	uilding Inspector	's Report	
Date 16/26/16 Time:	AM PM Contractor:	l have revid	ewed () previous reports. Zone Sec. 66
Address:	Address:		Blk. 48 Lot(s) 26
recait #(s) \$16003320	Solar Parce	Date Issued	•
Type of Inspection - Exeavation Final Frame Insulation	Footing Final	Foundation Other & &	Rough Frame
PLEASE NOTE - A field inspe	ection has revealed	I that the following iten	is are necessary:
No One Was Home Call For Inspection (516) 624-622 No Building Plans on Job Need Amended Building Plans Work Does Not Conform to Buildin Work Does Not Conform to Approved Building Plans	2	- TTT 1 / T TTT	cal Certificate From I Inspection Service For: ed Property Survey ing Approval
The items checked below have been observatione to obtain permits will result in the Cellar Entrance Deck Dock Enclosed Porch Extension Fence Fireplace Garage Garage Converted Interior Alterations Retaining Wall/Bulkhead	he delay of the iss Roofed-O Second A Shed Swimmin Swimmin Swimmin Swimmin Swimmin	vance of a Certificate of ver Patio/Deck partment/Dwelling g Pool g Pool Fence g Pool Heater	
Comments/Observations/Information:		John José L	50/
FLEASE NOTE – All inspections app You will be notifi		to review of file and ce documentation is requi	
taspection Approved: Yes Report to Contractor: In Person Report to Homeowner: In Person	Left on I By Mail	onditional Approval (S Premises ns #: Dat&R	
N.O.V. #: Date Due:	Inspecto	r's Signature: Cli r's Extension:(516) 624	ins Span

Building Permit

R16003320

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



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

School District	Section/Bloc	k/Lot Zone	Application No.	Z8A Number	ZBA Date	Receipt No.
Massapoqua	66-48-26	R1-10	16050507	200	,	01000417953
Permittee	DIRECT ENERGY SOLAR 28 COLF COURT RONKONKUTAN, NY 11779 1611) 585-0500	Contra	28 COLT C	QMA, NY 11779		
Property Owner	RICHARD & MARIA PASINER 23 BAYVIEW STREET WEST MASSAPEQUA, NY 11758	Plumb	26			
, ,,,,, su, ,,,,,,,,,,,,,,,,,,,,,,,,,,,		Electric	292 DUFF1	ELECTRIC INC. DBA ACA AVENUE E NY 11801 (631) 553		

23 W BAYVIEW ST	***************************************	Tenant
EAST MASSAPEQUA, NY 11758		
Permission Granted for the	INSTALLATION OF	Estimated Cost of Construction \$25500

Phirty four (34) roof mounted solar panels as per plan prepared by Andrew Oestrreicher P.E. dated 04/28/16.

ALL WORK TO COMPLY WITH TOB APPROVED PLAN DATED 6/10/16

CORING REVIEW ONE LAMRY DWELLING ONLY

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

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

Located On	Side Of	Feet	Of	Post Office
4	BAYVIEW STALET WEST	332.95	W SUNSET ROAD	EAST MASSAPEQUA
DESCRIPTION	FEE	PAID	BALANCE	
AND PEE	50.00	50.00	0.00	
34, 20.3	40U.CQ	400.00	0.00	
CC	25,00	25.00	0,00	
	* * * * * * * * * * * * * * * * * * * *		*******	
AIDT GAY ***	±6 *** 475.00	475.00	0.00	

DO NOT PAID AFTER APPLICATION FRE APPLIED: \$375.00

Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be computered a violetion of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificated of Occupancy. Permit and approved plans must be posted on the job site, visual to public inspection, until completion of the work and augustions.

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

INSPECTIONS

Twis a environs assection requirements that vary according to the type of structure built or maintained. Some out not all of the required inspections follow

- Contract inspects to a Street with hunding this an to stete Certifications
- Non-crete Certifications

 Your Conditions before toology and toundations are powed
 from a for fairtings, key years and toundations including repair

 You territoring membrane and insulating
 froundations and/or siebs.

Sept to company of the state of Assenting and Development

- The are a mode of steel before much with als
- true-ring in wood on steel before medicatives.

 You may after mechanistics and before insurating.

 You was not insured in a before closing.

 Though amoused.

 You we extractly.

PLUMBING INSPECTIONS

01/13/2017

- *Underground plumbing before beckfilling *Rough plumbing before closed up and ready for test *Final inspection when all fixtures are set *Sewer connection spur tienn.
- *Sanitary systems. (Excavation/Construction).
- ***Pressure tests are required for any neturel or propane gas installation,
- Alteration or regiscement
- Hydrostatic pressure testing must be witnessed by a piumbing inspector

DRAINAGE, SITE WORK, & RETAINING WALLS

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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

Date Issued: 07/13/2016 Work Must Start By: CO must be issued by 07/14/2017 or permit will expire unless renewed prior to expiration. to the copy of no network the rest big at the site for all inspections imathy R. Zike



Meeting of January 10, 2017

Resolution No. 14-2017

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated December 15, 2016, has requested Town Board authorization to retain Workers Compensation Insurance for the youth enrolled in the Division's Youth Employment and Training Program, through Salerno Brokerage Corp., 117 Oak Drive, Syosset, New York 11791, in the amount of \$10,930.00, with a brokerage service fee of \$750.00, for a total cost of \$11,680.00 from January 1, 2017 through January 1, 2018.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, is hereby authorized to retain Workers Compensation Insurance for the youth enrolled in the Division's Youth Employment and Training Program through Salerno Brokerage Corp., in the amount of \$10,930.83, with a brokerage service fee of \$750.00, for a total cost of \$11,680.00 from January 1, 2017 through January 1, 2018; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same in the total amount of \$11,680.00, upon presentation of a duly certified claim, after audit, and that the funds for said payment shall be drawn from Account No. IGA CD 6293 43000 000 CW16.

#

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

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

Supervisor

Intergovernmental Affairs

Town Attorney Comptroller (2) 1 Sin

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

December 15, 2016

TO:

MEMORANDUM DOCKET

FROM:

FRANK V. SAMMARTANO, DEPUTY COMMISSIONER

INTERGOVERNMENTAL AFFAIRS

SUBJECT:

WORKERS COMPENSATION INSURANCE - SALERNO

BROKERAGE CORP.

The Department of Intergovernmental Affairs' Division of Employment and Training is required to retain Workers Compensation Insurance for the youth that are enrolled in the Division's Youth Employment and Training program. This insurance is renewed annually.

Salerno Brokerage Corp. has been retained to secure the Workers Compensation Insurance. Salerno Brokerage Corp. has bound replacement Workers Compensation insurance coverage with the State Insurance Fund Group 90 (Current Plan) for the period January 1, 2017 to January 1, 2018. * The amount of the premium is \$10,930.00. Additionally, there is a brokerage service fee of \$750.00

It is respectfully requested that the Town Board adopt a resolution effective January 1, 2017 authorizing payment to Salerno Brokerage Corp. in the amount of \$11,680.00. Funds are available in account IGA CD 6293 43000 000 CW16.

Thank you for your attention to this matter.

*This option was selected due to the lesser upfront cost. The second option in which dividends may be available would not benefit the town or the division. New York State law requires entities who receive funding to reimburse the state for any credits.

Frank V. Samm Deputy Comm sioner

FVS:sd

cc: Town Attorney w/10 copies

Attachments



SALERNO BROKERAGE CORP.

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

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

December 5, 2016

Mr. Steven Delligatti Town of Oyster Bay Workforce Development Board 977 Hicksville Road Massapequa, NY 11755

RE:

The State Insurance Fund - Policy #H2148337-5

Workers Compensation Renewal - Two Options

Policy Term: 1/1/2017 to 1/1/2018

Dear Steven,

We are pleased to advise that we can offer two options for the Workforce Development Board's Workers Compensation Policy renewal effective 1/1/2017.

Option 1- State Insurance Fund Group 90 (Current Plan).

You are currently with The State Insurance Fund. Their proposal to renew for an annual term is as follows and also attached:

Deposit premium of \$10,930, plus a Service fee of \$750 for a total of \$11,680. The final premium will be calculated at audit by the actual payrolls.

Option 2- State Insurance Fund Safety Group #497

The second option is to switch to Safety Group 497, New York State Public Entities Safety Group. Their proposal is also attached.

Deposit premium including service fee: \$12,122.

The Safety Group yields dividends. While dividends are never guaranteed, historically a 25 % dividend has been issued. Using a projected dividend of 25%, the total projected net cost could be \$9,726. Please note there would NOT be an additional service fee with this provider, as the Service Fee would be paid directly to the Safety Group Manager and is included in the upfront cost of \$12,122.

The following is a brief summary:

	Group 90	<u>Group 497</u>
Deposit Premium	\$10,930.	\$10,930.
Service Fee	\$ 750. To SBC	NA
Group Manager Fee	NA	\$1,192.
Dividend Option	NA	Yes av



SALERNO BROKERAGE CORP.

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

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

Page Two
Town of Oyster Bay Workforce Development Board

December 2, 2016

The following are the factors that make up the New York State Insurance Fund renewal premium – whether it is with Group 90 or Group 497:

Classifications and Payrolls outlined in the policy – We suggest that the appropriate person review the payrolls to be certain that The State Insurance Fund is using accurate payroll estimations. The final premium is based on the actual payrolls for the policy term.

Experience Modification Factor – The current experience modification factor is 0.93 this reflects a Credit of 7%. The expiring factor was a .92.

The State Insurance Fund Discount - 20%

NYS Assessment Charges - The Assessment charge is set by the New York State Workers Compensation Rating Board. The 2016 State Insurance Fund Assessment is 12.2% for Workers Compensation.

While Group #497 is slightly higher upfront, this program does yield dividends and will ultimately be less once dividends are issued. Dividends are usually declared a year after the expiration of the policy.

Thank you for the opportunity to be of service. Please review this information and contact our office to discuss any questions and to advise which option you prefer.

Very truly yours,

manynaus

Maryann Aiello

Enc.



THE STATE INSURANCE FUND

8 Corporate Center Dr., 2nd Floor, Melville, NY, 11747-3166 (888) 875-5790

Document Type.	Group No:	Period Covered: *	R.B. File No:
INFORMATION PAGE	090	01/01/2017 TO 01/01/2018	000593785R

INSURED:

R 2148 337-5

OYSTER BAY-N. HEMPSTEAD-GLEN COVE

WORKFORCE DEVELOPMENT BOARD

977 HICKSVILLE ROAD

MASSAPEQUA NY 11758

REPRESENTATIVE:

117 OAK DR

559211

Policy No.

Н 2148 337-5

Date:

11/18/2016

Document Number.

E10000384792

SYOSSET NY 11791

SALERNO BROKERAGE CORP

* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. RASTERN STANDARD TIME

TYPE OF BUSINESS: POLITICAL SUBDIVISION

MP 925

INFORMATION PAGE RENEWAL POLICY

THIS POLICY INCLUDES THESE ENDORSEMENTS AND/OR SCHEDULES:

EXPERIENCE RATING IS MANDATORY FOR ALL ELIGIBLE INSUREDS, THE EXPERIENCE RATING MODIFICATION FACTOR, IF ANY, APPLICABLE TO THIS POLICY MAY CHANGE IF THERE IS A CHANGE IN YOUR OWNERSHIP OR IN THAT OF ONE OR MORE OF THE ELIGIBLE TO BE COMBINED WITH YOU FOR EXPERIENCE RATING ENTITIES PURPOSES. CHANGE IN OWNERSHIP INCLUDES SALES, PURCHASES, OTHER TRANSFERS, MERGERS, CONSOLIDATIONS, DISSOLUTIONS, FORMATIONS OF A NEW ENTITY AND OTHER CHANGES PROVIDED FOR IN THE APPLICABLE EXPERIENCE RATING PLAN MANUAL. YOU MUST REPORT ANY CHANGE IN OWNERSHIP, IN WRITING, WITHIN 90 DAYS OF SUCH CHANGE, FAILURE TO REPORT SUCH CHANGES WITHIN THIS PERIOD MAY RESULT IN REVISION OF THE EXPERIENCE RATING MODIFICATION FACTOR USED TO DETERMINE YOUR PREMIUM.

THE EXPERIENCE RATING CREDIT SHOWN BELOW IS IN ACCORDANCE WITH YOUR PAST ACCIDENT EXPERIENCE UNDER THE EXPERIENCE RATING PLAN AS PROMULGATED BY THE APPROPRIATE RATING ORGANIZATION.

65

06/07/2011

THE POLICY DOES NOT COVER BODILY INJURY TO YOUR ELECTED OR APPOINTED OFFICERS WHOM YOU HAVE NOT ELECTED TO MAKE SUBJECT TO THE NEW YORK WORKERS COMPENSATION LAW BY FILING A RESOLUTION THROUGH APPROPRIATE ACTION OF YOUR LEGISLATIVE BODY. THE PREMIUM BASIS OF THE POLICY DOES NOT INCLUDE THE REMUNERATION OF SUCH OFFICERS.

THE POLICY DOES NOT COVER BODILY INJURY TO PERSONS RENDERING SERVICES ON A VOLUNTARY OR GRATUITOUS BASIS WHO ARE EXEMPT FROM THE NEW YORK WORKERS COMPENSATION LAW.

06/07/2011

COVERAGE UNDER THIS POLICY IS EXTENDED TO

THIS IS NOT A BILL. IMPORTANT PREMIUM CALCULATION, PLEASE RETAIN FOR YOUR RECORDS FOR ATTACHMENT TO WORKERS' COMPENSATION - EMPLOYERS' LIABILITY POLICY

(SEE REVERSE SIDE FOR CONDITIONS)

This policy includes, with their permission, some copyright materials of the National Council on Compensatio and the New York Compensation Insurance Rating Board.

NIF-10S / NIF-10SV1 (01/1980)

CONDITIONS

- 1. THE POLICY ISSUED BY THE STATE INSURANCE FUND IS A CONTINUOUS ONE AND REMAINS IN EFFECT UNTIL CANCELLED.
- 2. THIS DOCUMENT NEITHER REINSTATES THE POLICY IF PREVIOUSLY CANCELLED NOR RESCINDS ANY OUTSTANDING CANCELLATION NOTICE.
- 3. FOR THE PURPOSE OF SERVING NOTICE, THIS ASSURED AGREES THAT THE ADDRESS SHOWN ON PAGE ONE OF THIS DOCUMENT IS BOTH BUSINESS AND RESIDENCE ADDRESS OF THIS ASSURED AND/OR ANY REPRESENTATIVE OF THIS ASSURED UPON WHOM NOTICE MAY BE SERVED.
- 4. PURSUANT TO CHAPTER 55 OF THE LAWS OF 1992, ALL CHECKS RETURNED UNPAID WILL BE SUBJECT TO A \$20 ADMINISTRATIVE FEE.

Policyholders with annual deposit premium of \$1,000 or more can elect to pay the deposit premium via our extended payment plan. Once the initial deposit on your premium has been paid, the remaining balance can be paid in installments through the tenth month your policy year.

A \$10 policy service charge will apply to each installment bill for policies issued or renewed January 1, 1999 and later.



NIF512 / NIF512V1 (01/1980)

THE STATE INSURANCE FUND

8 Corporate Center Dr., 2nd Floor, Melville, NY, 11747-3166 (888) 875-5790

Document Type:	Group No:	Period Covered: *	R.B. File No.
INFORMATION PAGE	090	01/01/2017 TO 01/01/2018	000593785R

INSURED:

H 2148 337~5

OYSTER BAY-N. HEMPSTEAD-GLEN COVE

WORKFORCE DEVELOPMENT BOARD

977 HICKSVILLE ROAD

MASSAPEQUA NY 11758

REPRESENTATIVE:

SYOSSET NY 11791

117 OAK DR

SALERNO BROKERAGE CORP

559211

Policy No: H 2148 337-5

Date:

11/18/2016

Document Number

E10000384792

* PURIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

1 To a point of the second of

TYPE OF BUSINESS: POLITICAL SUBDIVISION

MP 925 ______

INFORMATION PAGE RENEWAL POLICY

ONLY PERSONS EMPLOYED BY THE ASSURED UNDER THE WORKFORCE INVESTMENT ACT AND/OR THE TEMPORARY ASSITANCE TO NEEDY FAMILIES PROGRAM AS ADMINISTERED BY THE ASSURED, ALL OTHER PERSONS EMPLOYED BY THE ASSURED ARE WHOLLY EXCLUDED FROM COVERAGE UNDER THIS POLICY. THE PREMIUM BASIS FOR THE POLICY IS LIMITED TO PERSONS EMPLOYED BY THE ASSURED IN CONNECTION WITH THE WORKFORCE INVESTMENT ACT OR TANF.

THIS POLICY COVERS THE FOLLOWING ENTITY

OYSTER BAY-N, HEMPSTEAD-GLEN COVE WORKFORCE DEVELOPMENT BOARD 2-1 EFF: 12/15/2015

THIS POLICY COVERS THE FOLLOWING LOCATION

977 HICKSVILLE ROAD NY 11758 MASSAPEQUA

1 EFF: 06/07/2011

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIF-ICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

THIS POLICY IS NOW OPEN TO RENEW OR CREATE WORKERS' COMPENSATION CERTIFICATES OF INSURANCE FOR THE UPCOMING POLICY PERIOD. LOG IN TO YOUR NYSIF CUSTOMER ACCOUNT AT WWW.NYSIF.COM AND SELECT THE "CREATE/RENEW CERTIFICATES" OPTION DER THE ECERT MENU TO ACCESS THIS FEATURE.

> 2 CONT. PAGE

NIF2S / NIF10SV1 (01/1980)

THE STATE INSURANCE FUND

8 Corporate Center Dr., 2nd Floor, Melville, NY, 11747-3166 (888) 875-5790

Document Type. Group No. Period Covered: R.B. File No INFORMATION PAGE 090 01/01/2017 TO 01/01/2018 000593785R

H 2148 337-5

OYSTER BAY-N. HEMPSTEAD-GLEN COVE

WORKFORCE DEVELOPMENT BOARD

977 HICKSVILLE ROAD

MASSAPEQUA NY 11758

REPRESENTATIVE:

559211

Policy No: H 2148 337-5

SALERNO BROKERAGE CORP

117 OAK DR SYOSSET NY 11791 Date:

11/18/2016 Document Number.

* PERIOD OF COVERAGE BEGINS AND ENDS AT TWELVE AND ONE MINUTE O'CLOCK A.M. EASTERN STANDARD TIME

TYPE OF BUSINESS: POLITICAL SUBDIVISION

E10000384792

INFORMATION PAGE RENEWAL POLICY

ITEM# CODE CLASSIFICATION DESCRIPTION	ESTIMATED PAYROLL	Χ	RATE = PER \$100	SIF MANUAL RATE PREMIUM
1. 9048 CAMP OPERATIONS & DRIVERS 2. 9026 BUILDING OPERATION-COMMERCIAL-ETC-U 3. 9072 RESTAURANTS-FAST FOOD & DRIVERS 4. 8831 HOSPITALS - VETERINARY -INC DRIVERS 5. 8829 CONVALES-NURSING HOMES-ALL EMPL U 6. 8391 AUTO GASOLINE STATION NOC & DRIVERS 7. 8017 RETAIL STORES&DRUG ETC-NO FOOD-U 8. 8810 CLERICAL OFFICE EMPLOYEES NOC-U 9. MANUAL PREMIUM 10. EXPERIENCE RATING CREDIT 7% OF (ITEM 9). 11. TOTAL MODIFIED PREMIUM 12. NYSIF DISCOUNT 20% OF (ITEM 11). 13. EXPENSE CONSTANT 14. TERRORISM PREMIUM. 15. NATURAL DISASTER AND CATASTROPHE PREMIUM 16. TOTAL ESTIMATED ANNUAL PREMIUM 17. ASSESSMENT CHARGE 12.2% OF (ITEM 16 LESS I	155,400 54,600 13,400 6,900 5,800 2,100 2,000 21,500	• • • • • • • • • • • • • • • • • • • •	4.80 7.13 3.38 2.30 6.14 6.02 2.30 0.24	7,459.20 3,892.98 452.92 158.70 356.12 126.42 46.00 51.60 12,543.94 878.08c 11,665.86 2,333.17c 250.00 157.02

A. DEPOSIT PREMIUM REQUIRED 25% OF (ITEM 18)....... 2,732.44

THE REMAINING BALANCE CAN BE PAID IN 9 INSTALLMENT(S). A \$10 SERVICE CHARGE WILL APPLY TO EACH INSTALLMENT. YOU MAY PAY THE FULL ESTIMATED AMOUNT

PAGE 3

NF2S / NF10SV1 (01/1980)

Group Manager - Glatfelter Brokerage Services

Workers' Compensation Insurance Proposal for:

Oyster Bay Work Force Investment Board

Policy Period:

1/1/2017 - 1/1/2018

Estimated Annual SIF Premium: \$

10,930

Includes Statutory NYS Assessment and Terrorism Charges

Group Manager's Fee: \$

1,192

The Group Manager's Fee is billed separately after policy issuance and is subject to adjustment at audit and by endorsements.

Total Upfront Cost: \$

12,122

Projected Dividend: \$

(2,396)

Based on Group's 10 yr average of 25%, Dividends are typically paid 8-9 months after the end of the policy term. By law, dividends cannot be gauranteed.

Total Projected Net Cost: \$

9,726

Proposal Prepared for:

Maryann Aiello, Esq. Salerno Brokerage Corp 117 Oak Drive Syosset, NY 11791

New York State Public Entitles Safety Group 497 was originally formed July 1, 1981 by a group of municipal officials to obtain reductions in the human and financial costs of worker injuries. The Group is underwritten by the New York State Insurance Fund and is managed by Glatfelter Brokerage Services. The Safety Group 497 Workers' Compensation program is available to cities, towns, villages, counties, volunteer fire districts, libraries, water & sewer authorities and other political sub-divisions.

Glatfelter Brokerage Servcies - 56 Clifton Country Rd | Suite 205 | Clifton | 12065 Office: (800) 833-8822 x6983 Fax: (717) 747-7014 E-Mail: JFleury and Markets

NYSgroup497.com

Oyster Bay Work Force Investment Board

- ~ .	, ,	
i 1	ffective:	
	FIRST LIVES	

1/1/2017

PROPOSAL NOTES

For the purpose of this quotation, we used the payroll and class code data that was provided.

The common anniversary date of Safety Group 497 is 771. Any policy initially written on a date other than 7/1 will be written short term, then renewed annually on the following 7/1 date.

A deposit check is NOT required in order to place coverage.

NYSIF Payment Plans - NYSIF offers 3 options for payment plans: (1) Payment In Full (2) 25% Down + 9 equal monthly payments (3) 12 equal monthly payments. A \$10 policy service charge will be applied to each installment billing.

ALL <u>ORIGINAL APPLICATIONS AND RELATED DOCUMENTS MUST BE FULLY COMPLETED,</u>
SIGNED AND RECIVED BY OUR OFFICE <u>A MINIMUM 2 BUSINESS DAYS</u> PRIOR TO THE
REQUESTED POLICY EFFECTIVE DATE. THE STATE FUND DOES <u>NOT</u> ISSUE BINDERS AND DOES
NOT BACKDATE COVERAGE.

Please keep in mind all policies issued are subject to audit.

ERM-6

NOT APPLICABLE

MUNICIPAL OFFICERS - U 435

NOT APPLICABLE

POLICE / PAID FIREFIGHTER COVERAGE

NOT APPLICABLE

STATE FUND GROUP 90 TRANSFER

Acceptance of our proposal will represent a transfer of the insured's policy from Group 90 to Safety Group 497. Such a transfer can only take place on the insured's current policy anniversary date. The insured's policy number will remain the same.

If the signed Group Acceptance Form is not received by our office more than 30-days to the transfer date, then a fetter from the incumbent representative on the policy, stating that the control on to the transfer, is also required by the State Fund.

COMMISSION TO YOUR AGENCY - Commissions are calculated as 50% of the Commissions are for new business, then 25% or the GMF for renewals. Commissions are paid once to GMF is paid in full. Commissions are not subject to audit and/or endorsement adjustment.

New York State Public Entities Safety Group 497 Glatfelter Brokerage Services - Group Manager 56 Clifton Country Rd, Suite 205 • Clifton Park, NY 12065 (800) 833-8822 • Fax (717) 747-7014 • NYSgroup497.com

A <u>Proven</u> Workers' Compensation Dividend History

Year	<u>Dividend</u>
1988-1989	421/2 %
1989-1990	35%
1990-1991	25%
1991-1992	271/2 %
1992-1993	30%
1993-1994	32½%
1994-1995	35%
1995-1996	40%
1996-1997	271/2 %
1997-1998	35%
1998-1999	271/2 %
1999-2000	30%
2000-2001	25%
2001-2002	221/2 %
2002-2003	221/2 %
2003-2004	30%
2004-2005	30%
2005-2006	30%
2006-2007	25%
2007-2008	30%
2008-2009	25%
2009-2010	30%
2010-2011	25%
2011-2012	20%
2012-2013	20%
2013-2014	221/2 %
2014-2015	25%



About

Glatfelter Brokerage Services is located in Clifton Park, NY and is a division of Glatfelter Insurance Group. Glatfelter Insurance Group is one of the largest privately owned insurance brokers in the United States. We have over 500 associates and 4,500 independent brokers serving over 25,000 clients. Glatfelter Brokerage Services specialized in New York Workers' Compensation insurance and currently manages over 550 WC policies comprised primarily of schools and public entities.

Services Provided by Glatfelter Brokerage Services:

- Dedicated staff to handle Workers' Compensation Claims, Underwriting, Safety and Audit support
- Electronic access to policy information to easily assist customers with policy management
- Customer resource and advocate for the New York Workers' Compensation system
- Workers' Compensation Claim filing, analysis and review
- Experience Modification Factor analysis, review and forecasting
- Provide Certificates of Insurance and Loss Runs
- Policy analysis and review to ensure exposures and premiums are accurate
- · Safety and Risk Control Resources
 - Library of online materials and videos geared specific to School & Public Entity safety
 - Availability of on-site Safety assistance by a GBS Associate
 - Newsletters geared specifically to NY Public Entitles <u>www.NYSGroup497.com</u> and Schools <u>www.NYSGroup491.com</u>.

Contacts

John R. Fleury, CIC, CWCP Safety Group Manager (800) 833-8822 x6983 ifteury@glatfetters.com

Jennifer K. Ossenfort, ACSR, AIC Safety Group Claims & Audit Specialist (800) 833-8822 x6981 |ossenfort@glatfelters.com

Dana E. Dever
Safety Group Marketing & Communications Coordinator
(800) 833-8822 x6982
ddever@qlatfelters.com

William L. Raab, CPCU, ARM Director of Risk Control (800) 233-1957 wraab@giatfelters.com

THE STATE OF THE S



NEW YORK STATE PUBLIC ENTITIES SAFETY GROUP 497 WORKERS' COMPENSATION PREMIUM WORKSHEET

Underwritten by New York State Insurance Fund

Annualized Quote:	1/1/2017	- 1/1/20	11.8				
1. SIF Manual Rate Premium.					12,544		
2 Experience Rating Credit / Debit: -7% of item 1				(878)			
3 SIF Standard Premium			93%	of item I		11.666	
4 Expense Constant:						250	
5. SIF Base Premion;						11,916	
6 Terrorism Premium.		>	0.060	per \$100 of Pay	T(+	157	
7 Natural Disaster & Cutas	trophe Prent	\$	0.011	per \$100 of Pay	Har	29	
8 Total Terrorism Premium	ı (Terrorisin + Disa	ister).				186	
9 SIF Base Premium - Tol	al Terrorism Premi	onr				12,102	
10 State Fund Discount:			20%	of item 3		(2,333)	
1). Estimated Annual SIF I	remium + Total Te	errorism	Prenium	¥;		9,769	
12. Assessment Charge:			12.2%	of item 11 less i	item 4	1,161	
13. Estimated Annual SIF F	remium + Total Te	rrorism	& Assest	sment:		10,930	
14. Group Managar's Fee:			10%	of item 5		1,192	
15. Dividend: **			25.0%	of item 11 less	item 8	(2,396)	
16. TOTAL ESTIMATED	COST:					9,726	
Permi	Daniel II		Rates	Manual	PUBLIC ENTITY:	Oyster Bay Work Ford	e Investment Board
CODE	Payrolls		<u>/1/2016</u>	Premium	ADDRESS:	977 Hicksville Rd	
	Please see attache	ed			CITY:	Massapequa, NY 1175	58
Policy Issuance Subject to S	Section 93B of WC	Law.			REQUESTED BY:	Maryann Aiello, Esq	
Quotation Effective Until: 1/30/2017			AGENCY:	Salemo Brokerage Co	TP.		
					ADDRESS:	117 Oak Drive	
					Svosset, NY 11791		
					TELEPHONE:	(516) 364-4044	
Premium and Group Manager's Fee Subject to Audit Adjustment			FAX:				
** DIVIDENDS ARE NOT GUARANTEED			DATE:	December 1, 2016	BASA		

Glatfelter Brokerage Services - Group Manager

AND CONTROL OF THE CO

Oyster Bay Work Force Investment Board

		SIF Rates	Estimated
Code	Payrolls	Eff: 10/1/2016	Premium
9048	155,400	4.80	7,459
9026	54,600	7.13	3,893
9072	13,400	3.38	453
8831	6,900	2.30	159
8017	2,000	2.30	46
8391	2,100	6.02	126
8829	5,800	6.14	356
8810	21,500	0.24	52

* Construction Employment Territories Differential

0.0%

Total Manual Premium





New York State Insurance Fund

Date:	
	Re: (Policy Number) 2148 337-5 (Application for Insurance)
Applicant's Name Oyster Bay-	N. Hempstead-Glen Cove Workforce Development Board
+ desire to have my insurance placed in S	Safety Group No. <u>497</u>
	ns governing the conduct of such Group and authorize
	J. J. J. J. J. J. J. J. J. J. J. J. J. J
to act as my representative in all matters	with the New York State Insurance Fund.
	Name (Please Print) (Applicant)
	Signed - Title (Applicant)
To Be Completed By Group Manager:	an anayu, birth. Bridg Cristian Statementale, Santonian Santonian Santonian Santonian Statement Stateme
	Re: (Policy Number) 2148 337-5 (Application for Insurance)
This assured is acceptable as a member	of Safety Group No. <u>497</u>
	Signed - Title (Glatfelter B

WHEREAS, pursuant to public notice, bids were duly and regularly received for an "On-Call Registered Nurse" for the Department of Community & Youth Services, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. 34-2017; and

WHEREAS, the lowest acceptable bid submitted was that of Gregory T. Lettiere, 210 Jerusalem Avenue, Massapequa Park, NY, 11762, with a bid in the amount of \$35.00 per hour, in an amount not to exceed \$30,000.00 for the period from January 11, 2017 to December 31, 2017, with two (2) one year extension options; and

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community & Youth Services, by memorandum dated December 22, 2016, recommended that the bid as hereinabove set forth be accepted,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, the Supervisor is hereby authorized to enter into Contract No. 34-2017 with Gregory T. Lettiere, in the amount of \$35.00 per hour, in an amount not to exceed \$30,000.00 for the period from January 11, 2017 to December 31, 2017, with two (2) one year extension options in accordance with the provisions thereunder; and be it further

RESOLVED, that funds are available in Account No. CYS A 7020 44800 000 0000, Professional Services.

-#-

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

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

cc:

Supervisor Town Attorney Comptroller (2)

Community & Youth Services

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

December 22, 2016

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT:

Professional Registered Nursing Services

The Department of Community & Youth Services received a total of three (3) responses to a Request for Proposal (RFP) for an "On-Call Registered Nurse." After review of the proposals, and in accordance with Guideline 6 of the Town's Procurement Policy, this office recommends that the Town enter into an Agreement with Gregory T. Lettiere. The Agreement period would begin January 11, 2017 and end December 31, 2017 at a rate of \$35.00 per hour for an amount not to exceed \$30,000.00 for the year, with two (2) one year extension options.

This Department is also in full compliance with Guideline 9 of the Town's Procurement Policy.

Funds for this Agreement are available in account CYS A 7020 44800 000 0000, *Professional Services*. The Agreement has been forwarded to the Office of the Town Attorney for approval as to form.

Maureen A. Fitzgerald

Commissioner

MAF:lw Attachment

cc: Town Attorney (+10 copies)



Agreement

This Agreement, made the 11th day of January, 2017, by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Gregory T. Lettiere, having his principal office at 210 Jerusalem Avenue, Massapequa Park, NY, 11762, (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

Scope of Services:

The nursing services to be rendered under the terms of this contract are, but not limited to, the following:

- 1. Traveling Town Hall Blood Pressure Testing Program
 - a. Must provide his/her own blood pressure testing equipment
 - b. Must have flexible schedule to be able to attend all planned events
 - c. Must be able to work weekends and evenings
 - d. Complete all necessary and appropriate paperwork
 - e. Must be trained in infection control and blood-borne pathogen training

Senior Citizen Clubs

- a. Must provide blood pressure program for up to fifteen (15) different clubs, which are operated by the TOWN.
- b. Must provide blood pressure program for the TOWN Golden Age Housing complexes
- c. Provide informational sessions which include time for "question and answers" on Senior Citizen health issues.
- d. Provide brochures on Senior Citizen health issues
- 3. Group Activities Program (GAP) for the Handicapped Summer Camp
 - a. Coordinate Nursing Programs for both parks
 - b. Update standards as required by the Nassau County Health Department
 - c. Conduct Bloodborne Pathogens classes
 - d. Monitors GAP Program participants and administers their medication
 - e. Provides first aid to GAP Program participants in the event of an accident or injury
 - f. Prepares injury related reports which are then distributed to parents.
 - g. Works side-by-side with Nassau County Health Department to insure that State mandated standards are met and followed.
- 4. Establish First Aid Stations in the Department of Community & Youth Services' community centers.

- 5. Conduct Bloodborne Pathogens classes for the Staff of two Pre-Schools
- 6. Provide immediate first aid to residents at special events such as but not limited to: the *Spring Festivals*, the *Music Under the Stars* concert program, the *Fall & Halloween Festivals*, and the *Holiday Concerts*.

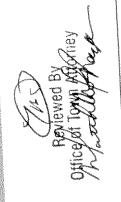
Fee Structure:

CONTRACTOR will bill TOWN on an hourly basis, at a rate of \$35.00 per hour in an amount not to exceed \$30,000.00.

Term of Service:

CONTRACTOR will provide nursing services for the TOWN for the period which commences January 11, 2017 and ends December 31, 2017 with two (2) one year extension options.

GREGORY LETTIERE
SIGNATURE OF CONTRACTOR
DATE:, 2017
TOWN OF OYSTER BAY
SIGNATURE OF COMMISSIONER
DATE:2017



WHEREAS, Leonard Genova, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated December 21, 2016, request that Resolution No. 323-2016 be amended to provide an additional amount not to exceed \$2,000.00, to continue to effectively represent the Town in certain legal matters,

NOW, THEREFORE, BE IT RESOLVED, That Town Board Resolution No. 323-2016 be amended to increase the fees for court mandated reporting fees in order to obtain the necessary legal transcripts of court proceedings in an amount not to exceed \$2,000.00, including expenses and disbursements; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment from Account No. OTA A 1420 44110 604 0000, upon submission of a duly certified claim, after audit.

#

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

5 10110 415.	Aye
Acting Supervisor Muscarella	
Councilman Macagnone	Aye
Councillian Cocchionano	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)

Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

OFFICE OF THE TOWN ATTORNEY

DATE:

December 21, 2016

SUBJECT:

Payments for Court Mandated Court Reporters

The Town Board had previously adopted Resolution No. 323-2016 authorizing the payment of court mandated court reporting fees relative to the effective legal representation of the Town in certain legal matters. These court reporters are employed by the New York State Judiciary and, when ordered, provide transcripts of legal proceedings to the Office of the Town Attorney.

It is necessary to authorize additional funds in the amount of \$2,000.00 to cover the appropriate fees and expenses in connection herewith for which same will be paid from Account No. OTA A 1420 44110 604 0000.

Submitted herewith is the Resolution for the foregoing request.

LEONARD GENOVA TOWN ATTORNEY

Frank M. Scalera

Chief Deputy Town

FMS:esk Attachment

WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by memorandum dated November 30, 2016, recommended that a refund in the amount of \$3,369.00 be authorized to Mr. Joseph Dias, 123 First Street, Hicksville, New York, 11801, from account number PAD B 0001 02555 000 0000, for Building Permit No. R16002749, obtained on June 7, 2016, because his new building permit, Building Permit No. R16005196, issued on October 20, 2016, supersedes Building Permit No. R16002749,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Planning and Development is hereby authorized to issue to Mr. Joseph Dias, a refund in the amount of \$3,369.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller; and be it further

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

-#-

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

45 ****	. .
Acting Supervisor Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Aresia	Aye
Councilwoman Johnson	

Supervisor cc: Town Attorney Comptroller (2) Planning & Development TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

November 30, 2016

TO:

MEMORANDUM DOCKET

FROM:

TIMOTHY R. ZIKE, ACTING COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: RESIDENT REFUND

Pursuant to the Code of the Town of Oyster Bay, this department granted a Building Permit, #R16002749 dated June 7, 2016, in the amount of \$3,369.00 receipt #01000417315. A new Building Permit #R16005196, was issued on October 20, 2016, in the amount of \$5,954.00, receipt #01000422653. The property owner is requesting a refund in the amount of \$3,369 for Building Permit #R16002749 since the new Building Permit #R16005196 supersedes Building Permit #R16002749.

Therefore, in light of the aforementioned facts, a three thousand three hundred sixty-nine dollar (\$3,369.00) refund for the building permit fee associated with Building Permit #R16002749 should be refunded to Mr. Joseph Dias, 123 First Street, Hicksville, New York 11801 under account number PAD-B-0001-02555-000-0000.

Acting Commissioner

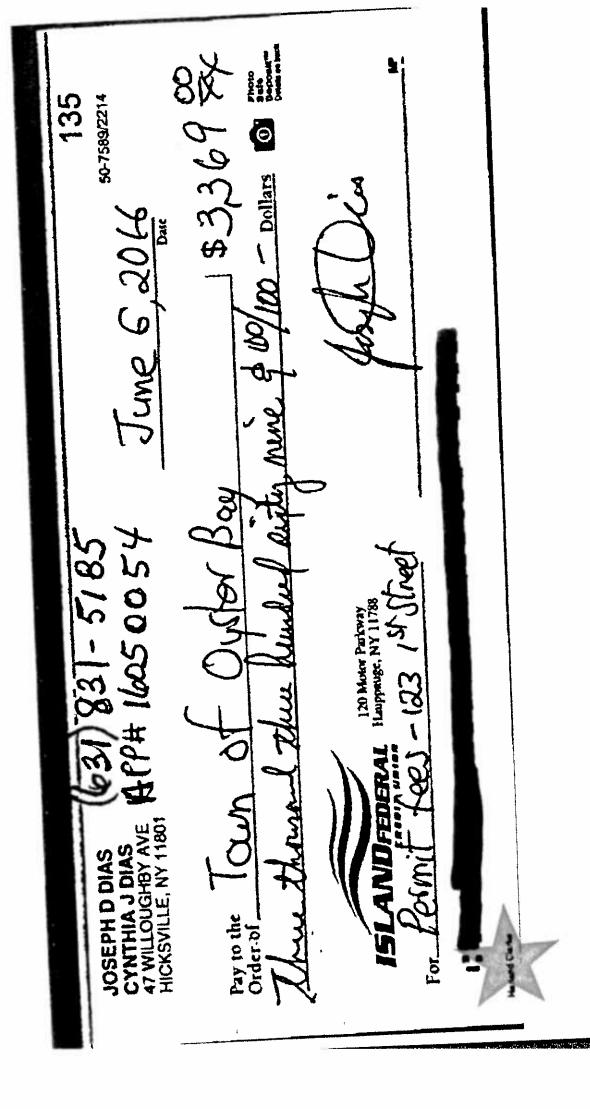
FPI:ds

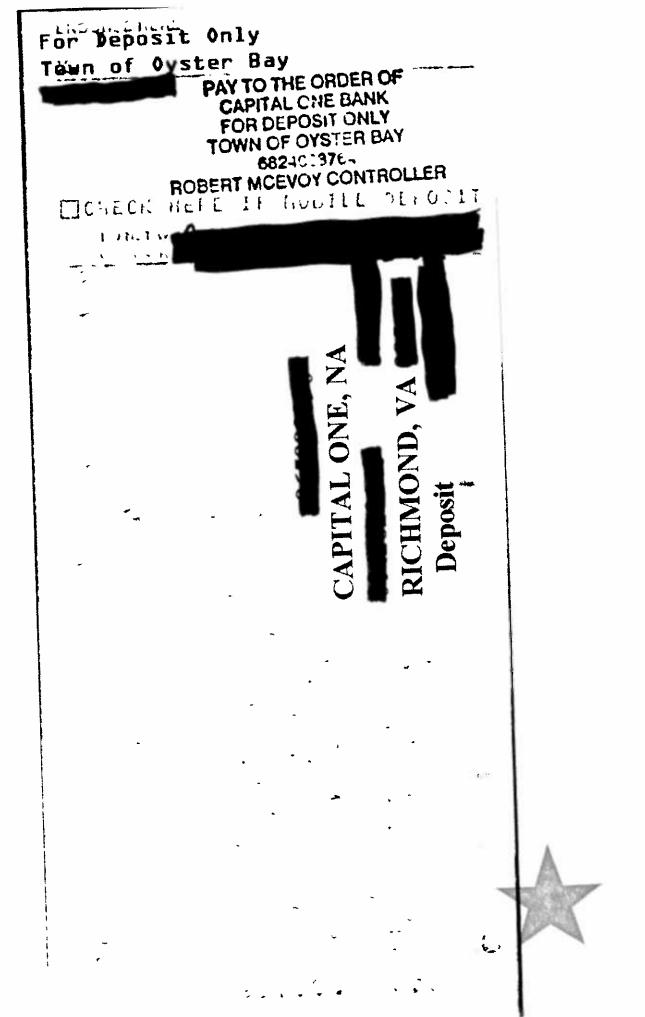
ec. Town Attorne 11/10 copies)

ee: The Hon Coseph G. Pinto, Councilman

TAXPAYER IDENTIFICATION NUMBER TOWN OF OYSTER BAY FEDERALIO # SOCIAL SECURITY # CLAIM 321 96 03*4R* AUDREY AVENUE, OYSTER BAY, NEW YORK 11771 ORDER # CONTRACT # JOSEPH CONTRACT NAME CLAIMANT'S ADDRESS 123 FIRST ST., HICKSVILLE, NY 11801 CLAIMANT INVOICE # TOWN DEPARTMENT PLANNING & DEVELOPMENT FOLLOW INSTRUCTIONS ON REVERSE SIDE THEN RETURN CLAIM AND INVOICES TO DEPARTMENT RECEIVING MATERIALS OR SERVICES **DETAILED DESCRIPTION OF MATERIALS OR SERVICES** UNIT PRICE TOTAL DESCRIPTION DATE 9/13/2016 REFUND FOR BUILDING PERMIT NUMBER R16002749 \$3,369.00 ISSUE 06/07/2016. THE PERMIT VOIDED DUE TO THE SCOPE OF WORK. PROPERTY OWNER HAS TO FILE A NEW BUILDING PERMIT THAT WILL COINCIDE WITH THE CONSTRUCTION WORK BEING PERFORMED. Form prepared by Debbie Smyth - Building Division Please return the completed form to: Town of Oyster Bay Department of Planning and Development 74 Audrey Avenue Oyster Bay, New York 11771 TOTAL AMOUNT \$3,369.00 HE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of CASH DISCOUNT X lyster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no **NET AMOUNT** art thereof has been paid except as stated therein and that the balance there stated in the amount of no part ternof has been paid except as stated therein and that the balance there in stated in the amount of *****Three thousand three hundred sixty-nine dollars**** actually due and owing, and that taxes from which the Town of Oyster Bay is exempt are excluded therefrom. AIMANT FURTHER CERTIFIES that the unit prices charged herein are not higher than those charged to any

Date Sept 20, 2016 wernmental or commercial gonsumation like deliveries. SIGNATURE w Title mature JOSEPH DIAS Name of Company int or type name. for the services, disbursements and materials herein EARBY APPROVE this claim form for the sum of licated which were actually performed and were for the Fown of Oyster Bay Commissioner Little nature Account DAD-8-0001-02555-000-0000 partition Plinning and Development





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



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

School District	Section/Block/Lot	Zone	۸	pplication No.	ZBA Number	ZBA Data	Receipt No.
Hicksville	45-85-6	R1-7	1	6050054			01000417315
Permittee Property Owner	IOSEPH DIAS 123 FIRST STREET HICKSVILLE NY 11801 (516) 433-4434 JOSEPH DIAS		Contractor Plumber	MADDEN CONSTRUCTION CO. INC. 30 W OLD COUNTRY RD HICKSVILLE, NY. 11801 516-731-6200 ISLAND CONSTRUCTION PLUM & HEAT INC. 2 CATTLE LN LEVITTOWN NY. 11756			
H	123 FIRST STREET HICKSVILLE, NY 11801 (516) 433-4434			516-579-6		· · · · · · · · · · · · · · · · · · ·	
			Electrician	8.Q. ELECT 32 ARROW (516) 864-	V LANE HICKSVILLE NY 1:	1801	

Address	of	Actual	Construction

MODICAL OF MANAGEMENT CONTRACTOR		
123 FIRST ST	Tenant	i
HICKSVILLE, NY 11753	£40.102	l
Permission Granted for the CONSTRUCTION OF	Estimated Cost of Construction \$191134	1

A 27.2' \times 15.8' (QA) 429 sq.ft. one (1) story addition with unfinished basement. A 27.2' \times 40.9' (OA) 1,110 sq. ft. second floor addition, 370 sq. ft. of first floor interior alterations. One (1) 6 ft wide sliding glass door. Two (2) AC units INSTALL as per code. Three (3) gas-fired burners: (Bsmt 1-BtR) (1st Ft 1-Range) (2nd Ft: 1-Dryer) INSTALL as per code. Nine (9) plumbing fixtures: (1st F1 1-WC, 1 LAV, 1-SHR, 1-KS, 1-DW) (2nd FI: 1-WC, 1-LAV, 1-BT, 1-WM) INSTALL as per code. Alterations as per drawings prepared by Steven Freubert, P.E., dated 06/16.

ALL WORK TO COMPLY WITH TOO APPROVED PLAN DATED: 06/06/16

LONING REVIEW ONE FAMILY DWELLING ONLY 7/13/16 amendment 1: floor plan/structure jim n.

This Pernsit has been issued specifically for the construction or maintenance of the improvement listed hereon. The issuence of this Permit shall not be deemed to be an acknowledgement by the Town of Oper its to the subject premises. It is specifically understood that the issuence of a Cartificate of Occupancy by the Town of Oyetar Bay for the impr Bey as to the legality of any other impro shall be conditioned upon the lesuance of a Building Permit and Certificate of Occupancy for any and all other improvements to the subject premis

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

	ide Of	Feet	Of ·	Post Office
Located On S	HOE OI			HICKSVILLE
DESCRIPTION APP FEE BLDG CA CC CC PLUMBING	FEE 50.00 2,562.00 45.00 28.00 407.00 380.00	45.00 25.00 407.00	BALANCE 0.00 0.00 0.00 0.00 0.00	
*** FEE TOTALS	3,469.00	3,469.00	0.00	

TOTAL PAID AFTER APPLICATION FEE APPLIED: \$3,369.00

Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Terror of Oyster Ray. Prompt notification by the various centractors for inspection of their verious perts of the work will avoid delay in the issuance of the Certificated of Occupancy. Permit and approved plans must be posted on the job site, visual to public inspection, until completion of the work and Changes regardless of size from the stamped approval unt of Planni or must be submitted to the Depart and Development and approved before changes are s. Approved plans must be retained on the job and vallable to inspection at all time

Work Must Start By:

INSPECTIONS

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

BUILDING INSPECTIONS.

Demolition inspections - Check with Building Division

Concrete Certifications

*Concrete Certifications
*Soil Conditions - before footings and foundations are poured
*Forms for footings, keyways and foundations including rabar
*Waterproofing, membrane and insulating
*Foundations and/or stabs
*Framing - wood or steel before machanicals
*Framing after mechanicals and before insulating.
*Insulation inspection - before closing.

*Rough enclosed
*Final inspertion(s)

Date Issued:

*Underground plumbing -- before backfilling. *Rough plumbing -- before closed up and ready for test *Final inspection when all fixtures are set.

PLUMBING INSPECTIONS

12/07/2016

ared testing and in

*Final inspection when all fixtures are set.
*Sewer connection — spur flevin.
*Sanitary systems. (Exceyation/Construction).
*Installation or replacement of burners. (oil, gas, electric).
*All Tanks — inground or above. (Check with Building Division
Testing and inspections).
*Pressure tests are required for any natural or
Atteration or replacement
*Hydrostatic pressure testing must be withelised by a
For all fire spunkler systems. For all fire sprinkler systems

DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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

CO must be issued by 06/08/2017 or permit will expire unless renewed prior to expiration. Permittee's copy of approved plans must be available at the site for all inspections

06/07/2016

imathy R. Zike

Deputy Commissioner, Department of Planning and Development

7 ITEMS OF 8

PERMIT RECEIPT

OPERATOR: sgerber

CONTRACTOR OF THE PARTY OF THE

COPY # : 1

Sec:45 Twp:Oyster B Rng: Sub: Blk:85 Lot:6

....... 45-85-6 SBL

DATE ISSUED....: 06/07/2016 RECEIPT #.....: 01000417315 REFERENCE ID # ...: 16050054

Permit Num: R16002749
SITE ADDRESS: 123 FIRST ST

SUBDIVISION: HICKSVILLE

IMPACT AREA:

OWNER: JOSEPH DIAS
ADDRESS: 123 FIRST STREET
CITY/STATE/ZIP ...: HICKSVILLE, NY 11801

RECEIVED FROM ...: RECEIPT INTERFACE
CONTRACTOR: PATRICK J. MADDEN CONSTRUCTION CO. INC.

COMPANY MADDEN CONSTRUCTION CO. INC.

ADDRESS 30 W OLD COUNTRY RD

CITY/STATE/ZIP ... HICKSVILLE, NY 11801

TELEBHONE 516 731 6300

TELEPHONE: 516-731-6200

	UNIT	QUANTITY	THUOMA	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE B-CA B-CC B-CO B-GAS	PER UNIT	2.00 191,134.00 12.00 1.00 191,134.00 3.00 9.00	170.00 2392.00 45.00 25.00 407.00 255.00 125.00	0.00 0.00 0.00 0.00 0.00 0.00	170.00 2392.00 45.00 25.00 407.00 25	0.00 0.00 0.00 0.00 0.00 0.00
B-PLMB FEE TOTAL PERM			3419.00	0.00	3419 0	0.00

TOWN OF OYSTER BAY

ITEM 8 OF 8

\$50 CREDIT RECEIPT

RECEIPT # : 01000417315

PRINT DATE : 11/28/2016
PRINT TIME : 11:44:30
OPERATOR : sgerber
COPY # : 1

PAYMENT

-50.00

RECEIPT DATE : 06/07/2016

CASH DRAWER: 01

RECEIVED BY : SG REC'D. FROM : JOSEPH&CYNTHIA DIAS

ITEM CUSTOMER ID 1.000 @ \$50.00 \$50 CREDIT

METHOD OF PACET AMOUNT REFERENCE NUMBER

CHECK

TOTAL RECEI : 3,369.00 -50.00

PERMIT RECEIPT

OPERATOR: sgerber COPY # : 1

Sec:45 Twp:Oyster B Rng: Sub: Blk:85 Lot:6 45-85-6

DATE ISSUED....: 05/05/2016 RECEIPT #.....: 01000415944 REFERENCE ID # ...: 16050054

Permit Num: R16002749
SITE ADDRESS: 123 FIRST ST

SUBDIVISION:

CITY HICKSVILLE

IMPACT AREA:

TELEPHONE 516-731-6200

REB ID ONLY	QUANTITY	AMOUNT	PD-TO-DT	THIS REC 50.00	NEW BAL
B-APPL FEE FLAT RATE		50.00	0.00	50.00	0.00
TOTAL PERMIT :			45311	N245-2850	

REFERENCE NUMBER AMOUNT METHOD OF PAYMENT 50.00 128 CHECK _____ 50.00 TOTAL RECEIPT :

Building Permit

R16005196

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



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

School District	Section/Block/Lot	Zone App	ofication No.	ZBA Nurriber	ZBA Date	Receipt No.
Hicksville	45-85-6	R1-7 160	90341			01000422653
Permittes	JOSEPH DIAS 123 FIRST STREET HICKSVILLE, NY 11801 (516) 433-4434	Contractor	3065 HEMPS1	IONS CONSTRUCTION FEAD TURNPIKE NY 11756 (516) 79		
Property Owner	JOSEPH DIAS 123 FIRST STREET HICKSVILLE, NY 11801 (516) 433-4434	Plumber	ISLAND CONS 2 CATTLE LN LEVITTOWN,	TRUCTION PLUM & H		
		Electrician	B.Q. ELECTRIC 32 ARROW LA HICKSVILLE, N	KNE	-4-4600	

Address of Actual Construction

1	123 FIRST ST		Tenant
	HICKSVILLE, NY 11801		
	Permission Granted for the	CONSTRUCTION OF	Estimated Cost of Construction \$0

A 27.9' x 40.3' (oa) 2,836 sf Two (2) Story One (1) Family Dwelling of Type 5B CONSTRUCTION replacing existing dwelling, 663 sf existing unfinished basement with 435 st unfinished basement addition. A 7' x 3' (oa) 21 sf Portico , One (1) six (6') foot wide sliding glass door with a 7.5' x 3.3' (oa) 24 sf platform with steps to grade Two a/c units INSTALL AS PER CODE. FOUR (4) GAS-FIRED BURNERS (BSMNT: 1-FURNACE, 1-HWH) (1ST FL: 1-RANGE) (2ND FL: 1-DRYER) INSTALL AS PER CODE. THIRTEEN (13) PLUMBING FIXTURES(BSMNT: 1-W/C, 1-LAV, 1-BT, 1-SUMP PUMP) (1ST FL: 1-KS, 1-DW, 1-W/C, 1-LAV, 1-BT) (2ND FL: 1-W/C, 1-LAV, 1-BT, 1-WM) INSTALL AS PER CODE AS PER DRAWINGS PREPARED BY SEAN CUNNINGHAM, P.E. DATED 09/22/2016

- *MUST COMPLY TO T.O.B. SITE ENGINEERING PLAN DATED 10/04/2016.
- *MUST OBTAIN PERMIT FROM N.C.D.P.W. AND T.O.B. FOR SANITARY SEWER CONSTRUCTION.
- *MUST COMPLY TO N.Y. STATE ENERGY STAR HOME PROGRAM PER T.O.B. LOCAL LAW.
- *MUST PROVIDE: NOTICE OF TRUSS TYPE, PRE-ENGINEERED WOOD AND/OR TIMBER CONSTRUCTION PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY

ALL WORK TO COMPLY WITH T.O.B. APPROVED PLAN DATED 10/14/2016.

ZONING REVIEW: ONE FAMILY DWELLING ONLY.

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

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

Located On S	ide Of	Feet		Of	Post Office	
					HICKSVILLE	
DESCRIPTION	FEE	PAID	BALANCE			
APP FEE	50.00	50.00	0.00			
BLDG	4,662,00	4,662.00	0.00			
CA	55.00	\$5.00	0.00			
cc	25.00	25.00	0.00			
co	757.00	757.00	0,00			
PLUMBING	505.00	505.00	8.00			
· · · FEE TOTALS	*** 6,054.00	6.054.00	0.00			

TOTAL PAID AFTER APPLICATION FER APPLIED: \$5,954.00

Occupancy of this new building or addition or alteration arior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Cyster Bay. Prompt notification by the various contractors for Impe ction of their various parts of the work will evoid delay in the becames of the Certificated of Occupancy. Permit and appro

BUILDING INSPECTIONS

Changes repardless of size from the stamped approve na must be submitted to the Department of Planning and Development and approved before changes are ie. Approved piece roust be retained on the job and eliable to impaction at all times.

INSPECTIONS

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

*Demosition Inspections - Check with Building Dhisson
*Concrete Certifications

*Concrete Certifications
*Soil Conditions - before lootings and foundations are poured
*Soil Conditions, keyways and foundations including rebar
*Waterproofing, membrane and insulating
*Foundations and/or slabs
*Fisaming - wood or steel before mechanicals
*Fisaming after mechanicals and before insulating
*Insulation inspection - before closing
*Rough enclosed
*Final Inspection(s)

Date issued:

*Underground plumbing - before backfilling *Rough plumbing - before closed up and ready for test *Final inspection when all fixtures are set

Sewer connection - spur terin

*Sanitary systems: {Excavation/Constr.
*Installation or replacement of burners: { s, electric}
*All Tanks - inground or ebove: {Check ng Division for required testing and in Testing and inspections}
*Pressure: tests are requir.
Alteration or replacement

04/20/2017

*Hydrostatic pressure testing must plumbing inspector

For all fire sprinkles systems

Work Must Start By:

DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development sits ongineer. ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

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

CO must be issued by 10/21/2017 or permit will expire unless renewed prior to expiration. Permittee's copy of approved plans must be available at the site for all inspections

10/20/2016

finathy R. Zite

Deputy Commissioner, Department of Planning and Development

7 ITEMS OF 8

PERMIT RECEIPT

OPERATOR: sgerber

COPY # : 1

Sec:45 Twp:Oyster B Rng: Sub: Blk:85 Lot:6

..... 45-85-6 SBL

DATE ISSUED.....: 10/20/2016 RECEIPT #..... 01000422653 REFERENCE ID # ...: 16090341

SITE ADDRESS: 123 FIRST ST

SUBDIVISION HICKSVILLE IMPACT AREA

RECEIVED FROM ...: RECEIPT INTERFACE RECEIVED FROM :: RECEIPT INTERFACE

CONTRACTOR :: GREAT ADDITIONS CONSTRUCTION C

COMPANY :: GREAT ADDITIONS CONSTRUCTION C

ADDRESS :: 3065 HEMPSTEAD TURNPIKE

CITY/STATE/ZIP :: LEVITTOWN, NY 11756

TELEPHONE :: (516) 799-8500 LIC # 02818

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-A/C RES B-BLDG FEE B-CA B-CC B-CO B-GAS	VALUATION	2.00 366,082.00 17.00 1.00 366,082.00 4.00 13.00	170.00 4492.00 55.00 25.00 757.00 340.00 165.00	0.00 0.00 0.00 0.00 0.00 0.00	170.00 4492.00 55.00 25.00 757.00 340.00 165.00	0.00 0.00 0.00 0.00 0.00
B-PLMB FEE TOTAL PERM	FIXTURES		6004.00	0.00	6004.70	0.00

TOWN OF OYSTER BAY

ITEM 8 OF 8

\$50 CREDIT RECEIPT

RECEIPT # : 01000422653

PRINT DATE : 10/20/2016 PRINT TIME : 09:44:31 OPERATOR : sgerber COPY # : 1

RECEIPT DATE : 10/20/2016

RECEIVED BY : SG REC'D. FROM : JOSEPH&CYNTHIADIAS

CASH DRAWER: 01

CUSTOMER ID

ITEM

PAYMENT

1.000 @ \$50.00 \$50 CREDIT

-50.00

TOTAL

-50.00

METHOD OF PAYMENT

AMOUNT

REFERENCE NUMBER

CHECK

5,954.00

232

TOTAL RECEIPT :

5,95 vo



WHEREAS, pursuant to Town Board Resolution 632-2015, the Town Board authorized the Office of the Town Attorney to utilize the professional services of several physicians for the purpose of conducting independent medical examinations in connection with litigation for the term beginning November 10, 2015 through December 31, 2016, with a one (1) year renewal option; and

WHEREAS, Leonard Genova, Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated December 27, 2016, advised that a number of personal injury cases are at a point in the litigation where independent medical examinations will be necessary, and recommended that the one (1) year renewal option should therefore be exercised; and

WHEREAS, the independent medical examination services will be provided pursuant to the previously authorized terms and conditions, as set forth below:

Dr. Daniel Rich 585 Plandome Road

Manhasset, New York 11030

Dr. Jerrold Gorski 161 Willis Avenue Mineola, New York 11501

Dr. Ira Chernoff 2500 Nesconset Highway, Bldg. 9 Stony Brook, New York 11790

Dr. Jerry Ellstein 166 East Main Street Huntington, New York 11743 Orthopedic Surgeon

\$2,000 for medical records review, IME, and

\$400 per hour of medical record review exceeding two hours \$300 no-show fee

Orthopedic Surgeon

\$500 for medical records review, IME, and report.

\$100 per inch of medical records exceeding

500 pages \$75 no-show fee

Orthopedic Surgeon

\$1,500 for medical records review, IME, and

report.

\$200 for per centimeter of excess records

\$500 no-show fee

Hand, Wrist, Elbow, and Shoulder

\$1,000 for IME

\$400 per hour for medical records review

\$400 no-show fee

Resolution No. 18-2017

Dr. Lawrence Robinson 333 Glen Head Road Glen Head, New York 11545

Neurology \$350 for IME

\$100 for excess medical records review

\$50 no-show fee

Dr. Neal Hochwald 166 East Main Street Huntington, New York 11743 Hand, Wrist, Elbow, and Shoulder

\$1,000 for IME

\$400 per hour for medical records review

\$400 no-show fee

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the abovementioned physicians are hereby authorized to perform independent medical examinations for the Town for the period beginning January 1, 2017 through December 31, 2017, in an amount not to exceed \$10,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to pay said fees, costs, and disbursements, upon the submission of a duly certified claim, after audit, with funds available in Account No. OTA A 1420 44110 605 0000.

-#-

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

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

cc: Supervisor Town Attorney Comptroller (2)

Town of Oyster Bay

Inter-Departmental Memo

TO

MEMORANDUM DOCKET

FROM

Office of the Town Attorney

DATE

December 27, 2016

SUBJECT: Extension of Retention of Physicians for Independent Medical Examinations

Pursuant to Town Board Resolution 632-2015, adopted on November 10, 2015, the Office of the Town Attorney was authorized to utilize the services of several physicians to perform independent medical examinations of plaintiffs in connection with personal injury actions for the period beginning November 10, 2015 through December 31, 2016, with the option of a one (1) year extension.

In view of the procedural posture of a number of the personal injury actions being handled by this Office, the undersigned recommends that the Town Board authorize this Office to exercise said option from January 1, 2017 through December 31, 2017 so that this Office may properly defend against such actions. Each physician and their respective rates, as previously authorized by Town Board Resolution 632-2015, are noted below:

Dr. Daniel Rich

585 Plandome Road

Manhasset, New York 11030

Dr. Jerrold Gorski 161 Willis Avenue

Mineola, New York 11501

Dr. Ira Chernoff 2500 Nesconset Highway, Bldg. 9 Stony Brook, New York 11790

Orthopedic Surgeon

\$2,000 for medical records review, IME, and

report.

\$400 per hour of medical record review

exceeding two hours \$300 no-show fee

Orthopedic Surgeon

\$500 for medical records review, IME, and

report.

\$100 per inch of medical records exceeding

500 pages

\$75 no-show fee

Orthopedic Surgeon

\$1,500 for medical records review, IME, and

\$200 for per centimeter of excess records

\$500 no-show fee

Dr. Jerry Ellstein 166 East Main Street Huntington, New York 11743 Hand, Wrist, Elbow, and Shoulder \$1,000 for IME \$400 per hour for medical records review \$400 no-show fee

Dr. Lawrence Robinson 333 Glen Head Road Glen Head, New York 11545 Neurology \$350 for IME \$100 for excess medical records review \$50 no-show fee

Dr. Neal Hochwald 166 East Main Street Huntington, New York 11743 Hand, Wrist, Elbow, and Shoulder \$1,000 for IME \$400 per hour for medical records review \$400 no-show fee

The terms and conditions set forth in Resolution 632-2015 shall continue to govern, and funds will be drawn from Account No. OTA A 1420 44110 605 0000 in an amount not to exceed \$10,000.00.

LEONARD GENOVA

Matthew M. Rozea Assistant Town Attorney

MMR:mmr

cc: Office of the Town Attorney (with 10 copies)

S:\Anomey\RESOS 2016\MD & RESO\IME Physician Extension MMR docx



WHEREAS, Leonard Genova, Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated October 27, 2015, recommended that the following physicians be retained to perform independent medical examinations in personal injury litigation, from November 10, 2015 through December 31, 2016, with the option of a one (1) year extension, at the rates indicated in the following table, in an amount not to exceed \$10,000.00:

Dr. Daniel Rich 585 Plandome Road Manhasset, New York 11030

Orthopedic Surgeon \$2,000 for medical records review, IME, and report. \$400 per hour of medical record review exceeding two hours \$300 no-show fee

Dr. Jerrold Gorski 161 Willis Avenue Mineola, New York 11501

Orthopedic Surgeon \$500 for medical records review, IME, and report. \$100 per inch of medical records exceeding 500 pages \$75 no-show fee

Dr. Ira Chernoff 2500 Nesconset Highway, Bldg. 9 Stony Brook, New York 11790

Orthopedic Surgeon \$1,500 for medical records review, IME, and report. \$200 for per centimeter of excess records \$500 no-show fee

Dr. Jerry Ellstein 166 East Main Street Huntington, New York 11743

Hand, Wrist, Elbow, and Shoulder \$1,000 for IME \$400 per hour for medical records review \$400 no-show fee

Dr. Lawrence Robinson 333 Glen Head Road Glen Head, New York 11545

Neurology \$350 for IME \$100 for excess medical records review \$50 no-show fee

Dr. Neal Hochwald 166 East Main Street Huntington, New York 11743

Hand, Wrist, Elbow, and Shoulder \$1,000 for IME \$400 per hour for makical records review \$400 no-show



NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the abovementioned physicians are hereby authorized to perform independent medical examinations for the Town in connection with personal injury litigation from November 10, 2015 through December 31, 2016, with the option of a one (1) year extension, at the rates indicated above, in an amount not to exceed \$10,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, or any other appropriate account, upon submission of a duly certified claim, after audit.

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

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
'Councilman Coschignano	Aye

Reviewed By
Office of Town Attorney

WHEREAS, Robert Darienzo, Director of Finance, by memorandum dated December 22, 2016, recommended that the following financial advisor firm provide financial advisory services to the Town of Oyster Bay, from January 1, 2017 through March 31, 2017, in an amount contingent upon the type and amount of debt issued, if any:

Fiscal Advisors & Marketing, Inc. 120 Walton Street, Suite 600 Syracuse, New York 13202

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the abovementioned financial advisor firm is hereby authorized to provide financial advisory services to the Town of Oyster Bay, from January 1, 2017 through March 31, 2017, in an amount contingent upon the type and amount of debt issued, if any; and be it further

RESOLVED, That the Supervisor, or his designee, is hereby authorized to execute any and all documents in connection with the recommendation hereinabove set forth; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from a main account number of .29999, 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:

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

cc: Supervisor
Town Attorney
Comptroller (2)
Finance

10, a

Town of Oyster Bay

Inter-Departmental Memo

December 22, 2016

To:

Memorandum Docket

From:

Robert Darienzo, Director of Finance

Subject:

Extension of Financial Advisor Agreement

It is requested that a space be reserved on the agenda for the Town Board Meeting of January 10,2017, for a resolution to extend an agreement with the Town's Financial Advisors.

Upon receipt of all required information, this department will submit a supplemental memo regarding this matter.

Thank you.

Robert Darienzo
Director of Finance

RD/rd

cc: Town Attorney (with 10 copies)
Word/Documents/Docket/12.22 supp



Town of Oyster Bay Inter-Departmental Memo

December 27, 2016

To:

Memorandum Docket

From:

Robert Darienzo, Director of Finance

Subject:

Extension of Financial Advisor Agreement Supplemental to MD 12/27/16, Item #10

As per resolution 854-2014 dated December 16, 2014, the Supervisor was authorized to enter into an agreement with Fiscal Advisors & Marketing, Inc. to provide financial advisor services for a two year period with the option for two additional two year extensions.

The initial two year period ends on December 31, 2016. It is recommended that the agreement with Fiscal Advisors & Marketing, Inc. be extended for an additional two-year period commencing January 1, 2017 through December 31, 2018.

The value of Financial Advisor services would be contingent upon the type and amount of debt issued. Funds for this purpose are available in various capital funds object .29999 or other appropriate accounts.

Thank you.

Robert Darienzo Director of Finance

RD/rd

cc: Town Attorney (with 10 copies) Word/Documents/Docket/fiscal extension 2017-2018



WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated December 29, 2016, has advised that John M. Grillo, Architect, P.C., has made a final inspection of the work performed under Contract No. DP16-141, John J. Burns Park Soccer Field Turf Replacement in Massapequa, and has certified that the Contractor, The LandTek Group, Inc., 235 County Line Road, Amityville, New York 11701, has complied with all of the requirements of the Contract, and said Commissioner of the Department of Public Works concurs with John M. Grillo, Architect, P.C., that this contract be accepted as having been completed, and that final payment be made to the Contractor; and

WHEREAS, during the Construction Phase of Contract No. DP16-141, it was found necessary to decrease a certain item, for a total net decrease of \$24,057.40; and

WHEREAS, final construction costs were in the amount of \$440,942.60; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, by memoranda dated December 28, 2016 and December 14, 2016, respectively, have stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this contract; and

WHEREAS, the Department Highways, by memorandum dated December 29, 2016, concurs with the recommendation of final acceptance for this project,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and Contract No. DP16-141 is hereby accepted as being complete, at a final construction cost of \$440,942.60, and the Comptroller is hereby authorized and directed to make final payment for same, in accordance with the applicable terms and provisions of the contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. DP16-141 is hereby accepted as being complete, at a final construction cost of \$440,942.60, and a final payment is to be made in accordance with the applicable terms and provisions of the Contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit by the Comptroller.

44

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

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

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



(de 20)

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DECEMBER 22, 2016

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT:

DECREASE, FINAL ACCEPTANCE AND FINAL PAYMENT

JOHN J. BURNS PARK SOCCER FIELD TURF REPLACEMENT

CONTRACT NO. DP16-141

SUPPLEMENTAL MEMO TO FOLLOW

Additional information and a formal recommendation to accept the subject contract as complete will be provided in a Supplemental Docket Memorandum at the next docket meeting.

The Department of Public Works recommends and requests that a space be reserved at the next Town Board meeting on January 10, 2017.

A chard T. Betz by Charbet L. Maccause

RICHARD T. BETZ COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/BK/dm

cc: Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathleen Stefanich, DPW/Administration
Frank Nocerino, Commissioner/Parks
Joseph Pinto, Councilman

DP16-141 Hold A Spot - Final Acceptance



TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

December 29, 2016

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 12

DOCKET OF DECEMBER 27, 2016

DECREASE & ACCEPTANCE AND FINAL PAYMENT

JOHN J. BURNS PARK TURF REPLACEMENT

CONTRACT NO. DP16-141

In furtherance to item no. 12 of the docket of December 27, 2016, please see the attached letter from John M. Grillo, Architect, P.C. dated November 29, 2016, concerning a net decrease in the amount of \$24,057.40 and a recommendation for final acceptance.

Attached herewith is:

A letter dated November 29, 2016 from John M. Grillo, Architect, P.C. recommending final acceptance and a net decrease by the Town of Oyster Bay.

The consultant's final engineer's certificate for The Landtek Group, Inc. dated 12/5/2016. 2.

A statement from the Town Attorney's office indicating there are no legal hindrances. A statement from the Town Comptroller indicating there are no financial hindrances which would 3 4. delay the acceptance of this contract.

A statement from the Parks Department concurring with final acceptance.

Work under this contract was directed to proceed as of October 24, 2016 to be completed within 30 calendar days on November 22, 2016. Actual work was completed on November 22, 2016.

Final construction costs amount to \$440,942.60.

We hereby concur with John M. Grillo, Architect, P.C. that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

> COMMISSIONER DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/BK/dm Attachments

Town Attorney (w/10 copies) Christine Wiss, Deputy Comptroller Joseph Pinto, Councilman Frank Nocerino, Commissioner/Parks Kathy Stefanich, Administration/DPW

DP16-141 Final Acceptance & Decrease



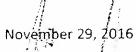


JOHN A. GRILLO ARCHITECT, P.C.

1213 MAIN STREET PORT JEFFERSON, NY 11777

TEL: (631) 476-2161

FAX: (631) 476-9846



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

ATT: Leslie Maccarone, Deputy Commissioner

RE: John J. Burns Park Soccer Field Turf Replacement

Contract No.: DP 16-141 Bid No.: PW 027-16 The LandTek Group

Dear Commissioner Betz:

ON THE PROPERTY OF THE PROPERT

John A. Grillo, Architect PC (JAG) has performed a final inspection of the above referenced project. All punch-list items have been satisfactorily completed by the Contractor. JAG's inspection indicates that the work was constructed in accordance with the approved plans and specifications. The completion date for this project was November 22, 2016, and all work was completed in a professional manner.

Enclosed please find three (3) originals of the following:

- Claim Form No. 1 Final, in the amount of \$440,942.60
- Engineer's Certificates, Pages 1 and 2
- AIA Forms G702 and G703

Also enclosed are one (1) original and two (2) copies of the following:

- G706 Affidavit of Payment of Debts and Claims
- G706A Affidavit of Release of Liens
- G707 Consent of Surety to Final Payment
- Payroll Reports for ______ (Contractor[s])



In addition, we are enclosing two (2) binders containing Warranties and Guarantees and two (2) binders containing Operation and Maintenance Manuals for the Turf Field.

The original bid amount for this contract was \$465,000.00. The final contract value, including approved Change Orders totaling -\$24,057.40. The enclosed claim totals \$440,942.60 which includes final work associated with the contract and payment of the 5% retainage. We recommend that the Town of Oyster Bay pay this claim as submitted and accept this job as final.

If additional information is required, please don't hesitate to contact our office.

Very truly yours,

John M. Grillo Architect

JMG:kw

cc: B. Kunzig

TOB - Synthetic Turf at Burns Park - Landtek Final

Town of Oyster Bay Synthetic Turf Installation at John J. Burns Park Novem 6 Page 12

APPLICATION AND CERTIFICATE FOR PAYMENT

1

AIA DOCUMENT G702

The indescioned Contractor configer that to the best of the Contractor's baselesses in	that in the back of the	a Indergrand Contractor confic	17	VT	CONTRACTOR'S APPLICATION FOR PAYMENT	CONTRACTO
						FOR:
					Amityville NY 11701	
AND SELECTION OF THE PERSON OF	OYST02	CUST.#:			235 County Line Road	
	50-1380	LANDTEK JOB #:	••	ARCHITECT:	CONTRACTOR: The LandTek Group, Inc.	CONTRACTO
× CONTRACTOR		PURCHASE ORDER DATE:				
× HITECT	DP 16-141	CONTRACT NO:			Oyster Bay, NY 11771	
× C NER	11/30/16	PERIOD TO:	Massapequa Pk, NY 11762		54 Audrey Avenue	
Distribution to:	3	APPLICATION NO:	PROJECT: John J. Burns Park	PROJECT:	Town of Oyster Bay	OWNER:

CONTRACTOR OF ACCURATION TO A CAMBELLIN

Application is made for payment, as shown below, in connection with the Contract,

Continuation Sheet, AIA Document G703, is attached

in accordance with the Contract Documents, that all amounts have been paid by the mation and belief the Work covered by this Application for Payment has been completed ments received from the Owner and that current payment shown herein is now due. Contractor for work for which previous Certificates for Payment were issued and pay The undersigned Contractor certifies that to the best of the Contractor's knowledge, infor

CONTRACTOR: The LandTek Group, Inc.

\$465,000.00

(\$24,057.40)

County of Suffolk State of New York

\$440,942.60 \$440,942.60

5. RETAINAGE:

b. 10% of Stored Material

\$0.00

\$0.00

Column F on G703)

Total Retainage (Line 5a + 5b)

(Columns D/E on G703)

5% of Completed Work

3. CONTRACT SUM TO DATE (Line 1 + 2)

4. TOTAL COMPLETED & STORED TO DATE

2. NET CHANGE BY CHANGE ORDER

1. ORIGINAL CONTRACT SUM

Subscribed and sworn to before me this 28th day of November 2016

My Commission Expires 5.2.15

Qualified in Suffolk County

Notary Public - State of New York

NO. 01KR6240652

MELISSA GRACE KRAUS

My Commission Expires

\$440,942.60

\$0.00

Notary Public

ARCHITECT'S CERTIFICATE FOR PAYMENT

quality of the Work is in accordance with the Contract Documents, and the Contractor Architect's knowledge, information and belief the Work has progressed as indicated, the comprising this application, the Architect certifies to the Owner that to the best of the In accordance with the Contract Documents, based on on-site observations and the data is entitled to payment of the AMOUNT CERTIFIED

\$440,942.60

\$0.00

\$0.00

AMOUNT CERTIFIED..

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 Less Line 6)

NET CHANGE by Change Order

Total changes approved in CHANGE ORDER STATUS

revious months by Owners otal approved this Month

8. CURRENT PAYMENT DUE

(Line 6 From Prior Certificate)

LESS PREVIOUS CERTIFICATES FOR PAYMENT

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

(Attach explanation if amount certified differs from the amount applied for Initial plication and on the Continuation Sheet that are changed to \$ 440,942.60

conforms to th all figures on this

ADDITIONS DELETIONS

\$0.00 \$0.00

\$24,057,40

ARCHITE

\$24,057.40

(\$24,057,40)

This Oct ice to any rights of the Owner or contractor under this Contract. dimed herein. Insurance, payment and acceptance of payment are without trade is not negotiable. The AMOUNT CERTIFIED is payable only to the Con-Date: 12/5/16

AVENUE, NW., WASHINGTON DC 20000-5292 WARNING: Unitcensed photocopying violates US, copyright laws and will subject the violator to legal prosecution. AIA DOCUMENT G763 - CONTINUATION SHEET FOR G703 - 1992 EDITION - AIA - 1992 - THE MERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK

use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced

G702-1992

Town of Oyster Bay Inter-Departmental Memo

TO:

ESTATE CHINALESTANIA CONTROL C

Richard T. Betz, Commissioner

Department of Public Works

Attention: Elizabeth L. Maccarone, Deputy Commissioner

FROM:

Office of the Town Attorney

DATE:

December 28, 2016

SUBJECT:

FINAL ACCEPTANCE

Construction of Drainage Improvements for

Division Avenue, Massapequa

Contract No. H15-125

In reply to your memorandum dated November 3, 2016, kindly be advised that the records of this office disclose no pending litigation or other obstacles which would prevent final acceptance of the above referenced Contract. In addition hereto, we approve Maintenance Bond No. 0193906/M as to form and further advise you to proceed with your Docket Memorandum.

LEONARD GENOVA TOWN ATTORNEY

Martin P. Abruzzo
Deputy Town Attorney

MPA:kah

ce: Comptroller Town Clerk

S:\Attorney\Abruzzo\Final Acceptance memo, Contract H15-125.docx



TOWN OF OYSTER BAY

Inter-Departmental Memo

December 14, 2016

To:

THE THE STATE OF T

RICHARD T. BETZ, COMMISSIONER OF PUBLIC WORKS

From:

CHRISTINE M. WISS, DEPUTY COMPTROLLER

Subject: FINAL ACCEPTANCE

CONSTRUCTION CONTRACT RELATIVE TO SOCCER FIELD

TURF REPLACEMENT FOR JOHN J. BURNS PARK

MASSAPEQUA, NEW YORK CONTRACT NO. DP16-141

In response to your memo dated December 8, 2016, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

DEPUTY COMPTROLLER

Enclosure

CMW

cc: Town Attorney w/enclosure Accounts Payable Division (2)

Reading File



Frank A. Nocerino Commissioner



George Baptista, Jr. Deputy Commissioner Michael J. Schwalje Deputy Commissioner

Town of Oyster Bay Department of Parks Inter-Departmental Memo

DECEMBER 14, 2016

TO:

RICHARD T. BETZ, COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

ATTN:

ELIZABETH L. MACCARONE, DEPUTY COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

FROM:

JOHN C. TASSONE, PARKS ENGINEERING

THROUGH: FRANK A. NOCERINO, COMMISSIONER

DEPARTMENT OF PARKS

SUBJECT:

FINAL ACCEPTENCE

JOHN J. BURNS SOCCER FIELD TURF REPLACEMENT

CONTRACT NO. DP16-141

This office is in receipt of your memo dated December 8, 2016 regarding the final acceptance of the above-mentioned subject.

The Parks Department concurs with your recommendation for final acceptance of the John J. Burns Park Soccer Field Turf Replacement, Contract No. DP16-141.

PARKS ENGINEERING DEPARTMENT OF PARKS

COMMISSIONER

DEPARTMENT OF PARKS

FAN/JCT/nm

DP16-141 final acceptance burns park turf replacement



WHEREAS, Resolution No.739-2015, adopted on December 15, 2015, authorized Nassau Suffolk Engineering & Architecture, PLLC, to provide on-call engineering services under Contract No. PWC 22-16, On-Call Engineering Services Relative to Architecture; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated December 21, 2016, has requested that Nassau Suffolk Engineering & Architecture, PLLC, be authorized to provide engineering services under Contract No. PWC 22-16, including designing and inspection of the JFK High School Comfort Station located in Plainview, and further requested that the Comptroller issue an encumbrance order in the amount of \$6,325.57, with funds to be drawn from Account No. PKS H1997 20000 000 1302 001,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and Nassau Suffolk Engineering & Architecture, PLLC, is hereby authorized to proceed with the abovementioned Project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$6,325.57 for Contract No. PWC 22-16, with funds to be drawn from Account No. PKS H1997 20000 000 1302 001.

-#-

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

> Acting Supervisor Muscarella Aye Councilman Macagnone Aye Councilman Coschignano Aye Councilman Pinto Nay Councilwoman Alesia Aye Councilwoman Johnson Nay

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

(300)

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

December 21, 2016

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT:

ON-CALL ENGINEERING SERVICES REQUEST

RELATIVE TO ARCHITECTURE

NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

CONTRACT NO. PWC22-16

SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. I, therefore, recommend and request that a space be reserved at the next Town Board meeting on January 10, 2017.

RICHARD T. BETZ COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dz

cc: Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathleen Stefanich, DPW/Administration
Frank Nocerino, Commissioner/Parks
Joseph Pinto, Councilman

PWC22-16 NSEA FUNDS RESERVE



Elizabeta L. Mallaune

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

December 29, 2016

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 13

DOCKET OF DECEMBER 27, 2016

ON-CALL ENGINEERING SERVICE REQUEST

RELATIVE TO ARCHITECTURE CONTRACT NO. PWC 22-16

ACCOUNT NO.: PKS H1997 20000 000 1302 001

PROJECT ID NO. 1302 PKSA 13

The consultant, Nassau Suffolk Engineering & Architecture, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 22-16 by Resolution No. 739-2015 for the subject project.

At the request of the Department of Parks, Nassau Suffolk Engineering & Architecture, PLLC, has submitted a letter dated October 14, 2016 regarding the scope of work to be performed in an amount not to exceed \$6,325.57. Engineering services to be performed designing & inspection of the JFK High School Comfort Station located in Plainview. These funds represent the unused portion of funds authorized under the previous On-Call Contract and are now being re-authorized under the current 2016 On- Call Contract.

Attached is an availability of funds in the amount of \$6,325.57 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS H1997 20000 000 1302 001.

It is hereby requested that the Town Board authorize by Resolution Nassau Suffolk Engineering & Architecture, PLLC. under Contract No. PWC 22-16, On-Call Engineering Services Relative to Architecture and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

> RICHARD T. BETZ COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/HAS/dz

Attachment

Office of the Town Attorney (w/10 copies) Christine Wiss, Deputy Comptroller Katherine Stefanich, DPW Administration Frank Nocerino, Commissioner, Department of Parks Joseph G. Pinto, Councilman

PWC 22-16 DOCKET On-Call Architecture NSEA on JFKHS comfort station \$6,325.57

IOS

TOWN OF OYSTER BAY Inter-Departmental Memo

December 8, 2016

To:

ROBERT S. DARIENZO, ASSISTANT

DIRECTOR OF FINANCE

From:

ELIZABETH L. MACCARONE

DEPUTY COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ

COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

Subject: REQUEST FOR AVAILABILITY OF FUNDS

CONTRACT NO PWC 22-16

NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

ARCHITECTURE

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

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

ELIZABETH L. MACCARONE

DEPUTY COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RICHÁRD T. BETZ

COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RTB/ELM/dm Attachments

PWC 22-16 \$6235.57 NSEA MR.DOCX



Met

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

November 7, 2016

TO

FRANK NOCERINO, COMMISSIONER

DEPARTMEN OF PARKS

FROM:

ELIZABETH L. MACCARONE

DEPUTY COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ

COMMMISSIONER

DEPARTMENT OF PUBLIC WORKS

SUBJECT :

REQUEST FOR AVAILABILITY OF FUNDS

CONTRACT NO. PWC22-16 ON-CALL ARCHITECTURE

NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$6,325.57

Funds are required for continued services for the installation of a comfort station at Plainview-Old Bethpage High School, as per the attached letter from Nassau Suffolk Engineering & Architecture, PLLC, dated October 14, 2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$6,325.57 and Resolution No. 739-2015 authorizing Nassau Suffolk Engineering & Architecture, PLLC for on-call services.

If you have any questions, please contact Hans Stronstad, Division of Engineering, at extension 5852.

ELIZABETH L. MACCARONE

DEPUTY COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RICHARD T. BETZ COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

VERIFIED:

DIĂNE I. MĂRX

DIVISION OF ENGINEERING

DEPARTMENT OF PUBLIC WORKS

RTB:ELM:MR:HAS/dz

Attachments

C: Kathleen Stefanich, Administration/DPW

PWC 22-16 RAOF NSEA ON COMFORT STATION \$6,325.57 H14-118





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



A A A A A A A A A A A A A A A A A A A	Requesting Division/Depart		Parks	.		TOTO
THIS SEC	TION TO BE COMPLETED B	Y DEPARTMEN	T ADMINISTER	RING ON-CALL	CONSULTANT	CONTRACT
	Contract Number		PWC	22-16		
	Contract Period	Janu	ary 01, 2016 to	December 31, 2	2017	
	Consultant/Contractor					
	Discipline					
	Total Authorization		\$6,32	5.57		
	Resolution No.			Date	12/15/2015	
	Funded To Date		\$(***		
	Amount Requested			5.57		
	Account To Be Used V				01/13/03/04	·SA-12
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Date	12-6-11.		Data	12/01/4	at	

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 6,525,57

Unemcumbered Balance 127, 264,08

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Signature

Yes

12/16/



TOWN OF OYSTER BAY

WORK ORDER



I By The Department (Of Public Me	orke.
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DPW ENGI	NEERI N G	
FRONSTAD	Phone	516-677-5852
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Department	Of Public	: Works Approval
Only To Be E	xecuted By	The Commissioner
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, Co	mmission	er of Public Works
Date 12	18/1/2	10170
	E.O. No	DPW ENGINEERING TRONSTAD Phone Cessary) ELATIVE TO ARCHITECTURE EW-OLD BETHPAGE CENTRAL S # DP14-118 \$ rson 48 hours prior to comment Department Of Public Only To Be Executed By Signature Commissione

CAS Reversed By Others a Clear Attorney Wan ten Colompa Meeting of December 15, 2015

CORRECTED—COPY

Resolution No. 739-2015

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

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

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

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

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

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

Supervisor Town Attorney Comptroller (2) Public Works

cc:





October 14, 2016

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

Attn: Leslie Maccarone, Deputy Commissioner

Re: **DPW Contract No:**

PWC 22-16

DPW Contract Name:

On-Call Engineering Services Relative to Architecture JFK High School Comfort Station; Plainview Old Bethpage

Central School District

NSEA Project No.:

N-40:1426

Dear Commissioner Betz:

Task:

Nassau Suffolk Engineering and Architecture, PLLC ("NSEA") is pleased to provide continued professional services to The Town of Oyster Bay in connection with the JFK High School Comfort Station located in Plainview, New York.

NSEA was authorized to furnish professional services under Contract No. PWC22-14, On-Call Engineering Services Relative to Architecture, by Town Board Resolution 919-2013, adopted December 17, 2013. By memorandum dated May 6, 2014, Commissioner Betz and Deputy Commissioner Maccarone requested the Comptroller issue an encumbrance order for the Plainview-Old Bethpage School District JFK High School Comfort Station project. This project includes the design and construction of a new Comfort Station facility including bathrooms with storage and new electrical, sanitary and water service connections. On May 20, 2014, the Town Board adopted Resolution No. 348-2014 which authorized the Comptroller to issue a direct encumbrance order to NSEA in the amount of \$114,000.00.

As of December 31, 2015, there was a remaining balance of \$45,883.18 on the project. In 2016, at the direction of the Town, NSEA has continued to provide professional services with respect to the project despite the contract term ending. These services included final revisions to contract documents, assisting the Town in putting the project out for bid, evaluation of bids received, and preparation of award recommendation. The value of these services total \$6,325.57; therefore, we respectfully request that \$6,325.57 be authorized for these services under the new On-Call Technical Assistance Relative to Architecture contract PWC 22-16.

Please feel free to contact me if you have any questions or require further information

801 Motor Parkway, Suite 103, Hauppauge, New York 11788 T: 631.574.4870 F: 631.574.4871 www.nassausuffolkea.com

Richard T. Betz, Commissioner October 14, 2016 Page 2 of 2

Very truly yours,

NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

Michael Spinelliss

Michael W. Spinelli, AIA President

cc: Stephen P. Ferretti



801 Motor Parkway, Suite 103, Hauppauge, New York 11788 T: 631.574.4870 F: 631.574.4871 www.nassausuffolkea.com WHEREAS, by Resolution No. 687-2015, adopted on November 24, 2015, the Town Board authorized Cashin Associates, P.C., to proceed with Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, New York, under Contract No. DPW15-124; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated December 29, 2016, and Cashin Associates, P.C., by letter dated January 3, 2017, have requested that Cashin Associates, P.C. be authorized to utilize Hirani Engineering & Land Surveying, P.C., 30 Jericho Executive Plaza, Suite 200C, Jericho, New York 11753, Wayman C. Wing, Consulting Engineer, 15 Penn Plaza, New York, New York 10001, A & F Electrical Testing, Inc., 80 Lake Avenue South, Unit 10, Nesconset, New York 11767, Nova Consulting & Engineering, LLC, 555 8th Avenue, Suite 1503, New York, New York 10018, Advanced Utility Locating, Inc., 169 Commack Road, Suite H-154, Commack, New York 11725, as sub-consultants relative to the Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, New York, under Contract No. DPW15-124,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and Cashin Associates, P.C., is hereby authorized to utilize Hirani Engineering & Land Surveying, P.C., Wayman C. Wing Consulting Engineer, A & F Electrical Testing, Inc., Nova Consulting & Engineering, LLC, and Advanced Utility Locating, Inc., as sub-consultants relative to the Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, New York, under Contract No. DPW15-124.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works



Herry.

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DECEMBER 22, 2016

TO:

MEMORANDUM DOCKET

FROM.

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT:

USE OF SUB-CONSULTANTS

INSTALLATION OF PERMANENT GENERATORS AT CRITICAL FACILITIES IN

MASSAPEQUA AND MASSAPEQUA PARK

CONTRACT NO. DPW15-124

SUPPLEMENTAL MEMO TO FOLLOW

Additional information and a formal request for the use of sub-consultants will be provided in a Supplemental Docket Memorandum at the next docket meeting.

The Department of Public Works recommends and requests that a space be reserved at the next Town Board meeting on January 10, 2017.

A t. fretz by Elizabeth Maccoune RICHARD F. BETZ S COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/BK

cc: Town Attorney (w/10 copies)
 Christine Wiss, Deputy Comptroller
 Kathy Stefanich, DPW/Administrative Division
 Joseph Pinto, Councilman

DPW15-124 Hold A Space - SubConsultantRequest



TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

December 29, 2016

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 14

DOCKET OF DECEMBER 27, 2016 USE OF SUB-CONSULTANTS

INSTALLATION OF PERMANENT GENERATORS AT CRITICAL FACILITIES IN

MASSAPEQUA AND MASSAPEQUA PARK

CONTRACT NO. DPW15-124

In furtherance to item No. 14 of the docket of December 27, 2016, the office of Cashin Associates, P.C. has been authorized and directed by Resolution No. 687-2015 to proceed with Installation of Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, Contract No. DPW15-124. Attached is a letter dated December 22, 2016 concerning a request by Cashin Associates, P.C. to be authorized to use, as sub-consultants:

- · Hirani Engineering & Land Surveying, P.C.
- · Wayman C. Wing Consulting Engineer
- A&F Electrical Testing, Inc.
- · Nova Consulting & Engineering, LLC
- · Advanced Utility Locating, Inc.

In regard to the above request, it is requested that the services of the sub-consultants be permitted to begin as of June 29, 2016.

Therefore, it is hereby requested that Cashin Associates, P.C. be authorized by resolution to use, as sub-consultants, the above-mentioned consultants relative to The Installation of Permanent Generators for Critical Facilities in Massapequa and Massapequa Park, Contract No. DPW15-124.

RICHARD T. BETZ COMMISSIONER DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/BK/dm

CO TOW

Town Attorney (w/10 copies) Christine Wiss, Deputy Comptroller Joseph Pinto, Councilman

Kathy Stefanich, DPW/Administration

DPW15-124 Supplemental Use of Subs



Cashin Associates, P.C.

Engineering · Planning · Construction Management

Hauppauge, NY · Miami, FL

January 3, 2017

Mr. Brian Kunzig Department of Public Works Division of Engineering 150 Miller Place Syosset, NY 11791

VIA Email: <u>bkunzig@oysterbay-ny.gov</u>

Re: DPW15-124 – Installation of Permanent Generators for Critical Community Facilities Contract No. DPW15-124

Dear Mr. Bell:

As requested, below is a listing of our subcontractors for the above referenced project, along with their legal corporate names and addresses, as reported by them:

Hirani Engineering & Land Surveying, PC Engineers, Land Surveyors, CI/CM 30 Jericho Executive Plaza –Suite 200C Jericho, NY 11753

Wayman C. Wing Consulting Engineer 15 Penn Plaza New York, NY 10001

A&F Electrical Testing, Inc. 80 Lake Ave. South, Unit 10 Nesconset, NY 11767

Nova Consulting & Engineering LLC 555 8th Avenue – Suite 1503 New York, NY 10018

Advanced Utility Locating, Inc. 169 Commack Road, Stite H-154 Commack, NY 11725

If you have any questions, or require any additional information, please feel free to contact me.

Yours truly,

CASHIN ASSOCIATES, P.C.

James Feency, PE Vice President

WHEREAS, the Town of Oyster Bay is presently involved in a project that will provide for the installation of permanent generators for critical community facilities of the Town of Oyster Bay, Incorporated Village of Massapequa Park, and the Massapequa Fire District as described in the Massapequas NY Rising Community Reconstruction (NYRCR) Plan, dated March 2014, with the project being funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memoranda dated November 10, 2015 and November 17, 2015, advise that the Department of Public Works, Division of Engineering requires assistance with respect to engineering services in connection with the Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, New York, as specified in Contract No. DPW15-124; and

WHEREAS, on September 8, 2015, the Town Clerk published a public notice in Newsday to announce the availability of Request for Proposals documents for this project and on October 8, 2015, the Division of Engineering reviewed the proposals received, and after review of the technical and cost factors associated with these proposals by the Division of Engineering, the Commissioner of the Department of Public Works has approved and recommends Cashin Associates, P.C., Consulting Engineers, for this project, at a total lump sum cost not to exceed \$219,300, with funds being drawn from Account No. IGA H 1997 20000 000 1303 001, and

WHEREAS, the Governor's Office of Storm Recovery has reviewed and approved the procurement procedure followed by the Town and the selection of Cashin Associates, P.C., Consulting Engineers, for this project; and

WHEREAS, in accordance with the requirements of the Governor's Office of Storm Recovery, a project specific consultant agreement must be executed reflecting the terms of the Request for Proposals and the specific contract requirements of the Governor's Office of Storm Recovery, which has been reviewed and approved by the Office of the Town Attorney,

NOW, THEREFORE BE IT RESOLVED, That upon the abovementioned recommendations, Cashin Associates, P.C., Consulting Engineers, is hereby authorized and directed to provide engineering services related to Permanent Generators at Critical Facilities in Massapequa and Massapequa Park, New York, Contract No. DPW15-124, in an amount not to exceed \$219,300, with funds being drawn from Account No. IGA H 1997 20000 000 1303 001, or any other appropriate account, and that the Town Supervisor, or his designee, be authorized and directed to execute the Consultant Agreement for this project; and be it further

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

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

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

Town Attorney Comptroller (2) Public Works Intergovernmental Affairs

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated December 29, 2016, has advised that on October 24, 2016, the Department of Public Works issued a Request for Proposal for Engineering Services relative to Reconstruction and Repair of Tennis Courts at various Town Parks, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. DP16-147; and

WHEREAS, in response to that Request for Proposals, five (5) responses were timely received by the Department of Public Works; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated December 29, 2016, that after review of the preliminary recommendations and in conjunction with the current workload, the Department has selected de Bruin Engineering, P.C., to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy. Accordingly, the Department of Public Works requests that the Town Board authorize the Supervisor to enter into an agreement with deBruin Engineering, P.C. The Department of Public Works further requests that \$40,800.00 of the total authorization be encumbered for the Design Phase, \$2,500.00 for the Bid Phase, \$1,000.00 for reimbursables and \$26,000.00 for the Construction Phase, will be submitted to the Office of the Comptroller when required; and

WHEREAS, de Bruin Engineering, P.C., requests the approval to retain the firm of Gayron de Bruin Land Surveying and Engineering, P.C. for surveying services and S.L. Test Boring, Inc., d/b/a Slacke Test Boring, for soil borings, as sub-consultants,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Supervisor is hereby authorized to enter into Contract No. DP16-147 with de Bruin Engineering, P.C., in the amount of \$70,300.00, in accordance with the provisions thereunder; and be it further

RESOLVED, that de Bruin Engineering, P.C., shall retain Gayron de Bruin Land Surveying and Engineering, P.C., and S.L. Test Boring, Inc., d/b/a Slacke Test Boring as hereinabove set forth; and be it further

RESOLVED, That funds are available to satisfy the total encumbrance in the amount of \$70,300.00 from Account No. PKS H1997 20000 000 1302 001; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same in the total amount of \$70,300.00, upon presentation of a duly certified claim, after audit, and the funds for said payment shall be drawn from account No. PKS H1997 20000 000 1302 001.

#

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

Acting Supervisor Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia Councilwoman Johnson	Aye
Council woman Johnson	AVA

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



TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

DECEMBER 22, 2016

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT:

DESIGN, BID AND CONSTRUCTION PHASE ENGINEERING SERVICES

RECONSTRUCTION AND REPAIR OF TENNIS COURTS AT VARIOUS TOWN PARKS

CONTRACT NO. DP16-147

SUPPLEMENTAL MEMO TO FOLLOW

The Department of Public Works is in the process of selecting a consultant to perform engineering services relative to the above-referenced contract. A formal recommendation will be submitted by a Supplemental Docket Memo at the next Docket Meeting.

It is hereby requested that the a space be reserved on the Town Board calendar of January 10, 2017 for the Town Board to take action on an authorize for Design, Bid And Construction Phase Engineering Services for Contract No. DP16-147, Reconstruction and Repair of Tennis Courts at Various Town Parks.

COMMISSIONER DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/mr

Attachment

Office of the Town Attorney (w/10 copies) Christine Wiss, Deputy Comptroller

Frank Nocerino, Commissioner/Parks

Joseph Pinto, Councilman

Kathy Stefanich, DPW/Administration

DP16-147 DOCKET AWARD DEBRUIN RESERVE



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TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

DECEMBER 29, 2016

TO:

MEMORANDUM DOCKET

EROM:

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 15

DOCKET OF DECEMBER 27, 2016

DESIGN, BID AND CONSTRUCTION PHASE ENGINEERING SERVICES

AND USE OF SUB-CONSULTANTS

RECONSTRUCTION AND REPAIR OF TENNIS COURTS

AT VARIOUS TOWN PARKS CONTRACT NO. DP16-147

ACCOUNT NO. PKS H1997 20000 000 1302 001

PROJECT ID NO. 1302 PKSA-13

In furtherance to Item No. 15 of the Docket of December 27, 2016, at the request of the Department of Parks, on October 24, 2016 the Department of Public Works issued "Requests for Proposals" to five (5) firms in accordance with the approved procurement procedure. On November 9, 2016, the Division of Engineering had received five (5) responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. Related support documentation is on file in the Division of Engineering.

The Commissioner of Public Works, after review of the Division's preliminary recommendations and in conjunction with the current workload, has selected de Bruin Engineering, P.C. to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy.

The total fee for engineering services, as negotiated and based upon the scope of work as detailed in the RFP document, is \$70,300.00, comprised of \$40,800.00 relative to the Design Phase, \$2,500.00 for the Bid Phase plus \$1,000.00 for reimbursables, and \$26,000.00 for the Construction Phase, as stated in the attached letter from consultant, dated December 16, 2016. The firm of de Bruin Engineering, P.C. has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. PKS H1997 20000 000 1302 001.

Additionally, de Bruin Engineering, P.C. requests the use, as sub-consultants, of Gayran de Bruin Surveying and Engineering, P.C. for surveying services and S. L. Test Boring, Inc. (a) All Slacke Test Boring for soil borings.

It is hereby requested that the Town Board authorize, by resolution, de Bruin Engineering, P.C., to perform engineering services relative to the design, bid and construction of Contract No. DP16-147, Design Bid and Construction Phase Engineering Services for Reconstruction and Repair of Tennis Courts at Various Town Parks, and authorize the use, as sub-consultants, of Gayron de Bruin Surveying and Engineering, P.C. and S. L. Test Boring, Inc. d/b/a/ Slacke Test Boring.

RICHARD T. BETZ COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dm

Attachment

cc: Office of the Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Frank Nocerino, Commissioner/Parks
Joseph Pinto, Councilman
Sunita Chakraborti, Division of Engineering
Kathy Stefanich, DPW/Administration

DP16-147 DOCKET AWARD DEBRUIN SUPP





Civil Engineering & Construction Management

December 16, 2016

Richardt T. Betz, Commissioner

Town of Oyster Bay – Department of Public Works

150 Miller Place

Syosset, NY 11791

Re:

ENGINEERING SERVICES FOR RECONSTRUCTION & REPAIR OF TENNIS COURTS AT

VARIOUS TOWN PARKS. Solicitation No. 2016-003 de Bruin No. 6078

Dear Commissioner,

Thank you for inviting us to submit this proposal for Engineering services in connection with the referenced project. This proposal is submitted to define our mutual understanding of the Project Objectives, Scope of Services, Schedules, and Fees.

PROJECT OBJECTIVES

The general intent of this project is to provide Engineering and Construction management services for the full reconstruction of tennis courts at Syosset – Woodbury Community Park (5 courts) and the repair and resurfacing of tennis courts at Ellsworth W. Allen Park (3 courts), Plainview Old-Bethpage Community Park (4 courts) and John J. Burns Park (6 courts). Project objectives are listed as follows:

SCOPE OF SERVICES

Existing Conditions

- 1. Prepare control, topographic and crack survey of existing courts.
- 2. Take pavement cores/borings at courts to determine pavement thicknesses and sub-base materials.

<u>Design</u>

- 1. Prepare Technical Design Report to outline rehabilitation options and define costs of the options.
- 2. Review report with Town and agree on the proposed course of action for the rehabilitation of each court.

Construction Documents

- 1. Prepare Construction Drawings including:
 - a. Survey Control Plan
 - b. Removals Plans
 - c. Construction Plans
 - d. Construction Details.
- 2. Prepare project specifications including Front End and Technical Specifications

<u>Bidding</u>

- 1. Print plans and specifications
- 2. Answer RFIs during bidding and prepare addenda as required.
- 3. Review bids and write bid report and recommendation letter.

Construction

- 1. Hold a pre-construction meeting with all involved parties to clarify project management and coordination issues;
- 2. Work with contractor to develop a Schedule of Submittals, a Schedule of Values, and a CPM Schedule;
- 3 Review project submittals, including technical submittals and subcontractor qualifications;
- 4. Perform pre-construction inspection of the project with the contractor,
- Photograph existing damage and prepare notes on damage that may not be readily apparent in photographs;
- 6. Inspect demolition and construction work on a part time basis;
- 7. Provide re-design where unanticipated field conditions do not permit construction as shown on the drawings;
- 8. Prepare periodic estimates of completed construction work, prepare Engineer's Certificates, and review contractors' claims for payment;
- 9. Close out project with punch lists, final inspections, final reports, and processing of contractor's inal claims.

FEES

We propose to perform this work for the following fees:

Phase	Amount	
Design	\$40.800	
Bid	\$2,500	
Bid - Out of Pocket	\$1,000	
Construction	\$26,000	
Total	\$70,300	

We respectfully request approval of the following sub-consultants to assist in the performance of this work:

Gayron de Bruin Surveying and Engineering, P.C. – Survey S.L. Test Boring, Inc. D/B/A Slacke Test Boring

Thank you for the opportunity to submit this proposal. Please contact us should you have any questions.

Sincerely yours,

Robert W. de Bruín, P.E.

ROLLIB

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WHEREAS, Resolution No. 738-2015, adopted on December 15, 2015, authorized Lockwood, Kessler & Bartlett, Inc., to provide engineering services under Contract No. PWC23-16. On-Call Engineering Services Relative to Environmental Engineering; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated January 3, 2017 has requested that the Comptroller issue an encumbrance order in an amount not to exceed \$10,000.00, under Contract No. PWC23-16, for engineering services for environmental engineering relative to review of plans for the proposed Syosset Park development for impacts to the Syosset Landfill capping and closure systems, with funds to be drawn from Account No. TWN TA 0000 000 85466 0000.

NOW, THEREFORE, BE IT RESOLVED, That upon the request as hereinabove set forth is accepted and approved, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$10,000.00, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. TWN TA 0000 000 85466 0000, for Contract No. PWC23-16, in connection with the abovementioned Project.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works
Environmental Resources

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

DECEMBER 22, 2016

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

SUBJECT:

ON-CALL CONSULTANT SERVICE REQUEST

CONTRACT NO. PWC23-16

ENGINEERING SERVICES RELATIVE TO ENVIRONMENTAL ENGINEERING SUPPLEMENTAL MEMO TO FOLLOW

The consultant, Lockwood, Kessier & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Cail Contract No. PWC23-16 by Resolution No. 738-2015 for the subject project.

It is hereby requested that a space be reserved on the Town Board calendar of January 10, 2017 for the Town Board to take action on an authorization for Lockwood, Kessler & Bartlett, inc. under Contract No. PWC23-16, On-Call Engineering Services Relative to Environmental Engineering.

COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dz

Attachment

cc: Office of the Town Attorney (w/10 copies) Christine Wiss, Deputy Comptroller

Kathy Stefanich, Administrative Division/DPW

Neil O. Bergin, Commissioner/Environmental Resources

Joseph Pinto, Councilman

PWC23-16 LKB DOCKET SYOSSET PARK REVIEW 10K RESERVE



TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

JANUARY 3, 2017

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 16

DOCKET OF DECEMBER 27, 2016

ON-CALL ENGINEERING SERVICE REQUEST RELATIVE TO

ENVIRONMENTAL ENGINEERING

CONTRACT NO. PWC23-16

ACCOUNT NO.: TWN TA 0000 000 85466 0000

In furtherance to Item No.16 of the docket of December 27, 2016, the consultant, Lockwood, Kessler & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC23-16 by Resolution No. 738-2015 for the subject project.

At the request of the Department of Environmental Resources, attached is a letter dated October 3, 2016 from Lockwood, Kessler & Bartlett, Inc. regarding the scope of work to be performed in an amount not to exceed \$10,000.00. Services to be performed include review of plans for the proposed Syosset Park development for impacts to the Syosset Landfill capping and closure systems.

Attached is an availability of funds in the amount of \$10,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. TWN TA 0000 000 85466 0000. This Trust Account that has been established utilizing funding that has been supplied by the developer in order to facilitate the review of their proposed plans.

It is hereby requested that the Town Board authorize by Resolution Lockwood, Kessler & Bartlett, Inc. under Contract No. PWC23-16, On-Call Engineering Services Relative to Environmental Engineering, and requests that the Comptroller be directed to issue an encumbrance order for this purpose

> COMMISSIONER DEPARTMENT OF PUFLIC WORKS

RTB/ELM/MR/dm

Attachment

cc: Office of the Town Attorney (w/10 copies) Christine Wiss, Deputy Comptroller Kathy Stefanich, Administrative Division/DPW Neil O. Bergin, Commissioner/Environmental Resources Joseph Pinto, Councilman

PWC23-16 LKB DOCKET SYOSSET PARK REVIEW 10K SUPP



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



Requesting Division/Department	ENVIRONMENTAL RESOURCES
THIS SECTION TO BE COMPLETED BY DEPARTM	ENVIRONMENTAL RESOURCES JENT ADMINISTERING ON-CALL CONSULTANT CONTRAC
Contract Number	
Contract Period	1/1/2016 - 12/31/2017
Consultant/ContractorLOC	
Dimetals	ENVIRONMENTAL ENGINEERING
Total Authorization	
Resolution No. 73	
Funded To Date	Ø (000)
Amount Requested	\$10,000.00
Account To Be Used	0000 000 85466 0000
If Capital Account, State The Re Description Of Work If a Capital Account is used and work is not related to a C requested service that qualifies it as a Capital Expense.	lated Contract Number:
	SET PARK DEVELOPMENT PLANS FOR
	ANDFILL CAPPING AND CLOSURE SYSTEMS
Work To Be Completed In Contract Period: A "No" response will require Town Board authorization to e	
Required Insurances Are In Effect: A "No" response will prevent further processing of this form	V. C.
Required 50% Performance Bond For This Request In Effe	TWA X
Requesting Division/Department	mount of Bond \$
) - I so the control of the control	DPW Approval
Signature MM	Only To Be Executed By The Commissioner
Title Shill Commission	Signature
Date / 12/19/16	Title Commissioner of Public Works Date / 2 / 4
THIS SECTION TO BE COMPLETE	D BY THE DIRECTOR OF FINANCE
Amount Requested 10,000.00	DIT THE DIRECTOR OF FINANCE
Unemcumbered Balance (2,025.35	
Is The Account To Be Used Consistent With The Nature Of Work Li	sted Abovo?
Signature Signature	Date //3//7



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By	The Department	Of Dublicated	
	тте вератитет	Of Public Works	-
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Contract No. PWC23-16	Contract End _	12/31/2017	
No claim shall be write.	UARY 1, 2016		
No claim shall be paid for work perforr	ned prior to th	le Commonos	mont D-1
Vendor Name and Address	1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	o ommence	neut pate
LOCKWOOD, KESSLE	R & BARTLETT, I	NC.	
1 AERIAL	- WAY	···	
SYOSSET, NEW	YORK 11791		
Requesting Town Department	ENVIRONMENT.	AL RESOURCES	
Contact MATTHEW RU	SSO, P.E.	Phone 51	G 677 F740
Description of Work to be Performed (Attach Detail If Neces:	300()		0-077-5719
(эагу ј		
REVIEW OF PROPOSED SYOSSET PA			
COMPLIANCE WITH THE SYOSSET LANDFIL	L CAPPING AND	CLOSURE PROG	RAM
		· · · · · · · · · · · · · · · · · · ·	
his work order shall not exceed \$			10,000.00
Please notify the above mentioned contact persor	1 18 hours prise		10,000.00
Requesting Division/Department			
()-	Only To Be F	Of Public Wol	ks Approval
Signature	Signature	110	ssioner
Title Manufacture	orgnature ———,	1//X	944
4/10/10/10/10	Co	ommissioner of P	ublic Works
Date <u> </u>	Date	12/19/16	
•		I = I	



One Aerial Way, Syosset, NY 11791 Phone: 516.938.0600 | Fax: 516.931.6344

> October 3, 2016 LKB No. 2016-0127

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

Attn: Elizabeth L. Maccarone, Deputy Commissioner

Division of Engineering

Re: Environmental Engineering Services

Contract No. PWC 23-16

Dear Commissioner Betz.

In accordance with direction received from your office, Lockwood, Kessler and Bartlett, Inc. (LKB) is submitting this letter to request an initial authorization of \$10,000.00 under Contract No. PWC 23-16, On-Call Engineering Services relative to Environmental Engineering, to provide engineering services to the Town for the review of plans submitted for the Syosset Park development as they relate to the former Syosset Landfill Capping and Closure Systems. It is our understanding that the site developer has made arrangements with the Town as part of the plan review process to fund the review work required and this is the initial installment. As the scope of services becomes more defined, supplemental funding may be necessary.

LKB respectfully requests authorization in the amount of \$10,000.00 under Contract No. PWC 23-16, authorized under Town Board Resolution No. 738 – 2015, dated December 15, 2015, to commence performing these services. LKB also requests that this authorization be effective September 28, 2016 reflecting the date of the first public meeting that LKB was requested to attend.

We appreciate the opportunity to serve the Town on this project. Should you have any questions regarding this matter please contact our office.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.

Theresa C. Heneveld, PE

Director of Environmental Engineering

Reresa C. Heneveld

A

Meeting of December 15, 2015

Resolution No. 738-2015

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December I, 2015, request that Holzmacher, McLendon & Murrell, PC, Cannett Fleming Engineers and Architects, P.C., D & B Engineers and Architects, P.C., Nassau Suffolk Engineering & Architecture, PLLC, Cashin Associates, PC, Cameron Engineering & Associates, LP, Lockwood, Kessler & Bartlett, Inc., RTP Environmental Associates, Inc. and P.W. Grosser Consulting Engineers, P.C., be authorized to provide on-call engineering services, in connection with Contract No. PWC 23-16, On-Call Engineering Services Relative to Environmental Engineering, for a two-year term contract from January 1, 2016 through December 31, 2017; and

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

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and Holzmacher, McLendon & Murrell, PC, Gannett Fleming Engineers and Architects, P.C., D & B Engineers and Architects, P.C., Nassau Suffolk Engineering & Architecture, PLLC, Cashin Associates, PC, Cameron Engineering & Associates, LLP, Lockwood, Kessler & Bartlett, Inc., RTP Environmental Associates, Inc. and P.W. Grosser Consulting Engineers, P.C., are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC 23-16, On-Call Engineering Services Relative to Environmental Engineering, for a two-year term contract from Japuary 1, 2016 through December 31, 2017; and be it further

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

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

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

Supervisor
Fown Attorney
Comptroller (2)
Public Werks

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THE PROPERTY OF THE PROPERTY O

WHEREAS, by Resolution No. 753-2015, adopted on December 15, 2015, the Town Board authorized de Bruin Engineering, P.C., to provide engineering services under Contract No. PWC07-16, On-Call Engineering Services Relative to Civil Engineering; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated December 29, 2016, and de Bruin Engineering, P.C., by letter dated March 8, 2016, have requested that de Bruin Engineering, P.C. be authorized to utilize Gayron de Bruin Land Surveying and Engineering, P.C., as sub-consultants to provide surveying services, land use ecological services and environmental services relative to the Dredging of Canal Mouths in South Oyster Bay, Massapequa, New York, under Contract No. PWC07-16,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and de Bruin Engineering, P.C., is hereby authorized to utilize Gayron de Bruin Land Surveying and Engineering, P.C., as sub-consultants to provide surveying services, land use ecological services and environmental services relative to the Dredging of Canal Mouths in South Oyster Bay, Massapequa, New York, under Contract No. PWC07-16.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works



1200

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

December 21, 2016

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT:

USE OF SUB-CONSULTANTS

CIVIL ENGINEERING CONTRACT NO. PWC07-16

SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. I, therefore, recommend and request that a space be reserved at the next Town Board meeting on January 10, 2017.

ard 1 Betz by Elizatety Emacración RICHARD T. BETZ COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dm

cc: Town Attorney (w/10 copies)
Christine Wiss, Deputy Comptroller
Kathleen Stefanich, DPW/Administration
Joseph Pinto, Councilman

PWC07-16 FUNDS RESERVE



TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

DECEMBER 29, 2016

TO:

MEMORANDUM DOCKET

FROM:

RICHARD T. BETZ, COMMISSIONER DEPARTMENT OF PUBLIC WORKS

SUBJECT:

SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 17

DOCKET OF DECEMBER 27, 2016 USE OF SUB-CONSULTANTS

ON-CALL ENGINEERING SERVICES RELATIVE TO CIVIL ENGINEERING

CONTRACT NO. PWC07-16

In furtherance to Item No. 17 of the docket of December 27, 2016, the office of de Bruin Engineering, P.C. has been authorized and directed by Resolution No. 753-2015 to proceed with On-Call Engineering Services Relative To Civil Engineering, Contract No. PWC07-16. Attached is a letter dated March 8, 2016 concerning a request by de Bruin Engineering, P.C. to be authorized to use, as sub-consultants, Gayron de Bruin Land Surveying and Engineering, P.C. for surveying services, and Land Use Ecological Services, Inc. for environmental services, relative to the above-captioned project.

Therefore, it is hereby requested that de Bruin Engineering, P.C. to be authorized to use, as subconsultants, Gayron de Bruin Land Surveying and Engineering, P.C. for surveying services, and Land Use Ecological Services, Inc. for environmental services, relative to On-Call Engineering Services Relative To Civil Engineering, Contract No. PWC07-16.

> RICHARD T. BETZ COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

RTB/ELM/MR/dz

Office of the Town Attorney (w/ 10 copies) Christine Wiss, Deputy Comptroller Joseph Pinto, Councilman Kathy Stefanich, DPW/Administration Hans Stronstad, Division of Engineering

PWC07-16 DEBRUIN DOCKET G-D & LEUS SUB ADD





de Bruin Engineering P.C.

Civil Engineering & Construction Management

March 8, 2016

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

Attn:

THE RESIDENCE OF THE PROPERTY

Leslie Maccarone

Re:

Dredging of Canal Mouths in South Oyster Bay

Massapequa, NY

de Bruin Project No. 5899-1 Contract No. PWC 007-16

Dear Commissioner,

Thank you for inviting us to submit this proposal for Engineering services in connection with the referenced project. This proposal is submitted to define our mutual understanding of the Project Objectives, Scope of Services, Schedules, Fees, and Terms and Conditions of work.

PROPERTY TO BE IMPROVED

The property to be improved under this project is are four (4) canal mouths in South Oyster Bay - South Bay Inlet, Jomarr Cove, Rivera Canal, and Gene Williams Canal. See the attached location map. The canal mouths and South Oyster Bay are maintained by the Town of Oyster Bay. The Town does not maintain

PROJECT OBJECTIVES

The following information has been used to define the scope of the project and scope of our responsibilities:

1. de Bruin letter titled South Oyster Bay Canal Mouth Dredging, date 1214/15.

The project is intended to achieve the following objectives:

1. The intent of the project is to dredge the mouths of the referenced canals to improve navigation in and out of the canals. The "mouth of the canal" is defined as from South Oyster Bay 60' into the portion of the canal delineated by adjacent bulkheads. See attached drawings.



- 2. The NYSDEC will limit dredging to a depth of 6' below mean low water, which is elevation -7 in the
- Dredge spoil will be dewatered at the Town property on the west end of Brockmeyer Drive and trucked from there to an approved upland disposal site.

REGULATORY JURISDICTIONS

The proposed work of this project is subject to the jurisdiction of the following authorities and agencies:

- 1. New York State Department of Environmental Conservation (NYSDEC), Region 10.
- 2. United States Army Corps of Engineers (USACOE).
- 3. New York State Department of State Coastal Management Program (NYSDOS).

Permission will have to be obtained from each of these agencies prior to performing the dredging work.

SCOPE OF SERVICES

The scope of services described here is to take the project through the design and permitting phases. When permits are in hand a separate proposal will be prepared for bidding and construction phase services.

Survey

- Hydrographic survey for the determination of proposed dredge volumes will be provided by 1.
- The survey at each dredge location will establish readily usable benchmarks in NAVO 88 and a horizontal control system in NAO 83. Physical features above the water line will be located to permit easy orientation to the underwater environment. The surface of the canal bottom will be mapped using automatic recording depth finders. The depth finder will be calibrated using standard survey equipment.
- On a grid of approximately 25' the depth of mud will be determined by pushing a survey rod with a pointed bottom through the sediments until a firm bottom is reached.
- At the dewatering location a topographic survey of the site will be prepared to permit layout of the dewatering areas. Delivery of the survey will include:
- - Plan view base maps at each canal and dewatering location a) b)
 - Control drawing for each locations
 - DTM surface models of the canal bottom and of the firm bottom. C)

Design

- 1. Prepare design of proposed dredging prism at each dredge location.
- 2. Calculate volumes of anticipated dredge material.
- 3. Detail proposed methods of dredging and dewatering of the dredge spoils.
- 4. Prepare a cost estimate for the proposed approaches.
- 5. Review the proposed designs with the Town's Department of Public Works and amend as required.
- 6. Work with Town Department of Public Works to obtain permission from the permission Parks for the use of park properties for dewatering of dredge material.

Permitting

- 1. Prepare a sediment sampling plan for review by the NYSDEC. Plan will include sampling of sediments in the dredge layer and below the dredge layer. Sampling will plan will include characterizing sediments by their grains size and their chemical constituents.
- 2. Obtain borings in accordance with the approved sampling plan.
- 3. Perform testing in accordance with the approved sampling plan.
- 4. Prepare permit applications and permit drawings for submission to the NYSDEC, USACOE, and the NYSDOS.
- 5. Respond to inquiries, meet with agencies, and modify permit applications as required to obtain permits for dredging.

5. Construction Documents

- 1. Prepare construction drawings and specifications suitable for bidding and constructing the project in accordance with the approved design and applicable permits.
- 2. Prepare a final construction cost estimate for the work.

FEES

We propose to perform this work in accordance with our on call consulting agreement for a fee not to exceed \$75,000. See attached Manpower Breakdown.

Gayron de Bruin Surveying and Engineering P.C. - Survey Land Use Ecological Services, Inc. - Environmental

Thank you for the opportunity to submit this proposal. Please contact us should you have any questions.

Sincerely yours,

Robert W. de Bruín, P.E.



WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request that LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers, be authorized to provide on-call engineering services in connection with Contract No. PWC07-16, On-Call Engineering Services, Relative to Civil Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers have an open-ended service agreement with the Town under which the services will be provided; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Lockwood, Kessler & Bartlett, Inc., de Bruin Engineering, PC, Nassau Suffolk Engineering & Architecture PLLC, Cashin Associates, PC, Nelson & Pope Engineers & Land Surveyor, PLLC, John A. Grillo Architect, PC, Schneider Engineering, PLLC, Gibbons, Esposito & Boyce, Engineers, PC, Hirani Engineering & Land Surveying PC and O'Connor-Petito LLP, Consulting Engineers are hereby authorized and directed to provide on-call engineering services, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and be it further

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

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

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

Supervisor
Town Attorney
Comptroller (2)
Public Works

cc:





WHEREAS, pursuant to public notice, a public hearing was held on January 10, 2017, at 10:00 o'clock a.m., prevailing time, in the Hearing Room, Town Hall, East Building, Oyster Bay, New York, at which hearing parties interested were given an opportunity to be heard upon the question of the proposed contract between the Town of Oyster Bay, acting on behalf of the Oyster Bay Fire Protection District and the Oyster Bay Water District, for the period January 1, 2017 through December 31, 2017, for the rental of two hundred twenty-five (225) hydrants located within the Town's boundaries, which hydrants are owned and maintained by the Water District, at a rental of Ninety (\$90.00) Dollars per hydrant, not to exceed \$20,250.00; and

WHEREAS, following due deliberation, it was determined to be in the best interests of the residents of the Oyster Bay Fire Protection District to enter into an Agreement with the Oyster Bay Water District, for the rental of fire hydrants for the year 2017,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor is authorized to enter into an Agreement with the Oyster Bay Water District for the rental of fire hydrants for the year 2017, and payments pursuant to the terms and conditions thereof are hereby authorized upon presentation of a duly certified claim therefor, after audit by the Comptroller, said Agreement to be approved and ratified through December 31, 2017.



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

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

cc: Supervisor Town Attorney Comptroller (2) WHEREAS, pursuant to public notice, a public hearing was held on January 10, 2017, at 10:00 o'clock a.m., prevailing time, in the Hearing Room, Town Hall, East Building, Oyster Bay, New York, at which hearing parties interested were given an opportunity to be heard upon the question of the proposed contract between the Town of Oyster Bay, acting on behalf of the Glenwood-Glen Head Fire Protection District and New York American Water Company, Inc., for the period January 1, 2016 through December 31, 2016, for the rental of two hundred twenty-four (224) hydrants located within the Town's boundaries, which hydrants are owned and maintained by New York American Water Company, Inc., at a rental of Seven Hundred and Forty Eight and 62/100 (\$748.62) Dollars per hydrant, not to exceed \$167,690.88; and

WHEREAS, following due deliberation, it was determined to be in the best interests of the residents of the Glenwood-Glen Head Fire Protection District to enter into an Agreement with New York American Water Company, Inc., for the rental of fire hydrants for the year 2016,

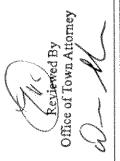
NOW, THEREFORE, BE IT RESOLVED, That the Supervisor is authorized to enter into an Agreement with the New York American Water Company, Inc. for the rental of fire hydrants for the year 2016, and payments pursuant to the terms and conditions thereof are hereby authorized upon presentation of a duly certified claim therefor, after audit by the Comptroller, said Agreement to be approved and ratified through December 31, 2016.

#

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

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

cc: Supervisor
Town Attorney
Comptroller (2)



WHEREAS, C & B REALTY #3 LLC, fee owner, has petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit to permit the construction of a restaurant, with a seating capacity in excess of 76 seats, within the shopping center located in a Neighborhood Business ("NB") Zone, on premises located on the southeast corner of the intersection of Woodbury Road and South Oyster Bay Road, Plainview, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block 342, Lot 18 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 June 7, 2016, 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. 572-16, adopted on October 18, 2016, 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 Nassau County Planning Commission, by letter dated November 9, 2016, recommended local determination of said application; and

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

WHEREAS, Timothy Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated February 18, 2016, has advised that the Department of Planning and Development has reviewed the following five (5) plans prepared by T.J. Filazzola, P.E., and one (1) plan submitted by Joseph Pilewski, R.A.:

SHEET NO.	TITLE		DATE
C-1	OVERALL SITE PLAN	T.J. Filazzola, P.E.	01/12/15
C-2	SITE PLAN	T.J. Filazzola, P.E.	01/12/15
C-3	GRADING, DRAINAGE AND		
	UTILITY MOD. PLAN	T.J. Filazzola, P.E.	01/12/15
C-4	LANDSCAPE/LIGHTING		
	MODIFICATION PLAN	T.J. Filazzola, P.E.	01/12/15
C-5	SITE DETAILS	T.J. Filazzola, P.E.	01/12/15

A100.00

CELLAR, FIRST FLOOR
PLAN & EXT. ELEVATION

Joseph Pilewski, R.A.

07/17/15

WHEREAS, all of the plans submitted comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Petition of C & B REALTY #3 LLC, fee owner, for a Special Use Permit to permit the construction of a restaurant, with a seating capacity in excess of 76 seats, within the shopping center located in a Neighborhood Business ("NB") Zone, on premises located on the southeast corner of the intersection of Woodbury Road and South Oyster Bay Road, Plainview, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block 342, Lot 18 on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Plainview (not incorporated), in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southeasterly side of Woodbury Road (as widened) with the easterly side of South Oyster Bay Road (as widened);

RUNNING THENCE North 54 degrees 11 minutes 49 seconds East, along then south-easterly side of Woodbury Road 101.20 feet;

THENCE still along the south-easterly side of Woodbury Road, North 57 degrees 23 minutes 57 seconds East, 367.402 feet;

THENCE on a line forming an interior angle of 81 degrees 11 minutes 50 seconds with the south-easterly side of Woodbury Road, which line bears South 23 degrees 47 minutes 53 seconds East, 209.52 feet;

THENCE South 04 degrees 21 minutes 28 seconds West, a distance of 805 feet;

Resolution No. 28-2017

THENCE North 85 degrees 44 minutes 52 seconds West, a distance of 473 feet to the easterly side of South Oyster Bay Road; and

THENCE along the easterly side of South Oyster Bay Road, North 04 degrees 37 minutes 05 seconds East, 704.47 feet to the corner at the point or place of BEGINNING;

SAID premises are known and described as Section 12, Block 342, Lot 18 on the Land and Tax Map of the County of Nassau.

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

RESOLVED, That in accordance with the memorandum of Timothy Zike, Deputy Commissioner of the Department of Planning and Development, dated February 18, 2016, the six (6) plans described herein are hereby approved.

-#--

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

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

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

Office of Town Attorney When My Man

DECLARATION OF RESTRICTIVE COVENANTS

C & B REALTY #3 LLC, fee owner, with a business address of 1520 Northern Boulevard, Manhasset, New York 11030, by this declaration, dated January 10 , 2017, declares as follows:

WHEREAS, C & B REALTY #3 LLC, fee owner, has petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit to permit the construction of a restaurant, with a seating capacity in excess of 76 seats, within the shopping center located in a Neighborhood Business ("NB") Zone, on premises located at the southeast corner of the intersection of Woodbury Road and South Oyster Bay Road, Plainview, Town of Oyster Bay, County of Nassau, State of New York and described as Section 12, Block 342, Lot 18 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 on June 7, 2016, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board, by Resolution No. 28 -2017, dated January 10, 2017, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarant, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at the southeast corner of the intersection of Woodbury Road and South Oyster Bay Road, Plainview, Town of Oyster Bay, County of Nassau, State of New York, which will run with the land and be binding upon said Declarant, its successors and/or assigns,

NOW, THEREFORE, said Declarant, does hereby covenant and declare as follows:

- 1. That the daily operation of the subject facility shall terminate no later than midnight.
- 2. That the storefront windows of the subject facility may be opened during fair weather, but no outdoor seating shall be provided at any time.
- 3. That recycling shall be conducted in accordance with the provisions of the Code of the Town of Oyster Bay.
- 4. That all driveway and parking areas on the subject premises shall be paved and maintained in good repair at all times and shall be provided with proper stormwater drainage.

- 5. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.
- 6. That all shrubs, trees and landscaping on the subject premises shall be continually maintained in good and healthy condition and replaced when necessary.
- 7. That any and all signs that are to be erected and maintained on the subject premises are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.
- 8. That there shall be installed and properly maintained a fully automatic sprinkler system on the subject premises to quell fires, satisfactory to and approved by the Fire Marshal of Nassau County. Adherence to all applicable laws shall satisfy this condition.
- 9. That the exterior of all structures and all other installations on the subject premises visible to the public shall be continually maintained in neat and good repair.
- 10. That all garbage, refuse and rubbish on the subject premises shall be placed and kept in suitable containers and disposed in accordance with applicable statutes, ordinances, and laws.
- 11. That all exterior lighting shall be directed onto the subject premises and no lighting is to be directed onto adjacent properties or roadways.
- 12. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with five (5) plans prepared by T.J. Filazzola, P.E., and one (1) plan submitted by Joseph Pilewski, R.A., which plans were reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, and recommended for acceptance by Timothy Zike, Deputy Commissioner of the Department of Planning and Development, by memorandum dated February 18, 2016, and approved by the Town Board, including any and all amendments that the Town Board may have required to said plans. In the event Declarant seeks permission to make a change to the subject structures or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

	SHEET NO.	TITLE		DATE
	C-I	OVERALL SITE PLAN	T.J. Filazzola, P.E.	01/12/15
1 8	C-2	SITE PLAN	T.J. Filazzola, P.E.	01/12/15
**************************************	C-3	GRADING, DRAINAGE AND UTILITY MOD. PLAN	T.J. Filazzola, P.E.	01/12/15
	C-4	LANDSCAPE/LIGHTING MODIFICATION PLAN	T.J. Filazzola, P.E.	01/12/15

C-5

SITE DETAILS

T.J. Filazzola, P.E.

01/12/15

A100.00

CELLAR, FIRST FLOOR
PLAN & EXT. ELEVATION

Joseph Pilewski, R.A.

07/17/15

- 13. That there shall be strict compliance with any and all ordinances, laws, regulations and directives of the Town of Oyster Bay, the Nassau County Fire Marshal's Office, the Nassau County Department of Health and any and all other agencies or departments of the Town of Oyster Bay, the County of Nassau, the State of New York and/or the United States of America.
- 14. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, 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 or is being diligently pursued.
- 15. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of the Town of Oyster Bay to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board after a public hearing.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Plainview (not incorporated), in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the south-easterly side of Woodbury Road (as widened) with the easterly side of South Oyster Bay Road (as widened);

RUNNING THENCE North 54 degrees 11 minutes 49 seconds East, along then south-easterly side of Woodbury Road 101.20 feet;

THENCE still along the south-easterly side of Woodbury Road, North 57 degrees 23 minutes 57 seconds East, 367.402 feet; THENCE on a line forming an interior angle of 81 degrees 11 minutes 50 seconds with the south-easterly side of Woodbury Road, which line bears South 23 degrees 47 minutes 53 seconds East, 209.52 feet;

THENCE South 04 degrees 21 minutes 28 seconds West, a distance of 805 feet;

THENCE North 85 degrees 44 minutes 52 seconds West, a distance of 473 feet to the easterly side of South Oyster Bay Road; and

THENCE along the easterly side of South Oyster Bay Road, North 04 degrees 37 minutes 05 seconds East, 704.47 feet to the corner at the point or place of BEGINNING;

SAID premises are known and described as Section 12, Block 342, Lot 18 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the D day and year first above written.	eclarant has hereunto set its hand and seal the
C & B REALTY #3 LLC, fee owner	
BY:Fred Colin, Manager	
STATE OF NEW YORK) COUNTY OF NASSAU) ss.:	
On the day of personally appeared the basis of satisfactory evidence to be the indivinstrument and acknowledged to me that he/she that by his/her signature on the instrument, the individual acted, executed the instrument.	executed the same in his/her capacity(ies), and
Notary Public	

Reviewed By
Office of Town Attorney

WHEREAS, on October 13, 2015, the Town Board adopted Local Law No. 1-2015, entitled "A LOCAL LAW AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY"; and

WHEREAS, on June 21, 2016, the Town Board adopted Local Law No. 2-2016, entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY"; and

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AS PREVIOUSLY AMENDED BY LOCAL LAW NO. 2-2016 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF 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 January 10, 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 January 9, 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©, Type II Actions List, as Item No. 20, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 20; and be it further

RESOLVED by the Town Board of the Town of Oyster Bay, as follows: That Local Law 1-2017, entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2015 AS PREVIOUSLY AMENDED BY LOCAL LAW NO. 2-2016 AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY" is hereby adopted, as amended, and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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

Acting Supervisor Muscarella	Aye
Councilman Macagnone	Abstair
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Ave

cc:

Supervisor Town Attorney Comptroller (2) Human Resources Reviewed By
Office of Town Augmey

WHEREAS, on June 7, 2016, the Town Board adopted Local Law 1-2016, entitled "A LOCAL LAW CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY"; and

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2016 CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on January 10, 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 January 9, 2017, recommends Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 20, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration, and

WHEREAS, during the aforementioned Public Hearing, it was decided that the existing Building Permit Amnesty Program should be extended immediately upon the adoption of the proposed Local Law and the filing of same with the Office of the Secretary of State,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to extend the Building Permit Amnesty Program is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 20; and be it further

RESOLVED, by the Town Board of the Town of Oyster Bay, as follows: That Local Law 2 -2017, entitled "A LOCAL LAW TO AMEND LOCAL LAW 1-2016 CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL HOMEOWNERS WITHIN THE TOWN OF OYSTER BAY", is hereby adopted, as amended, and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, that the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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

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

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

WHEREAS, Resolution No. 51-2015, adopted on February 3, 2015, authorized the following professional court reporters to provide stenographic services with respect to Town of Oyster Bay employee relations matters, from February 3, 2015 through December 31, 2015, with two (2) one year extension options, in an amount not to exceed \$7,000.00:

North Shore Court Reporters, Inc. P.O. Box 382 Manhasset, New York 11030

NY Reporting, Inc. 78 Division Avenue Massapequa, New York 11758

Fevola Reporting & Transcription, Inc. 15 Franciscan Lane Smithtown, New York 11787

WHEREAS, Leonard Genova, Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated January 4, 2017, request Town Board authorization to exercise the second extension option through December 31, 2017, in an amount not to exceed \$7,000.00, with funds available in Account No. OTA A 1420 44800 000 0000,

NOW, THEREFORE BE IT RESOLVED, That the request hereinabove set forth is hereby approved, and the foregoing professional court reporting services are authorized to provide stenographic services with respect to Town of Oyster Bay employee relations matters for the period <u>nunc pro tunc</u> from January 1, 2017 through December 31, 2017, in an amount not to exceed \$7,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTA A 1420 44800 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor Town Attorney Comptroller (2) Town Clerk



Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

January 4, 2017

SUBJECT:

Stenographic Services – Employee Relations Matters

Extension to December 31, 2017

Resolution No. 51-2015, adopted on February 3, 2015, authorized the following professional court reporters to provide stenographic services with respect to Town of Oyster Bay employee relations matters, from February 3, 2015 through December 31, 2015, with two (2) one year extension options, in an amount not to exceed \$7,000.00 per firm, per year:

North Shore Court Reporters, Inc. P.O. Box 382 Manhasset, New York 11030

NY Reporting, Inc. 78 Division Avenue Massapequa, New York 11758

Fevola Reporting & Transcription, Inc. 15 Franciscan Lane Smithtown, New York 11787

Kindly note that NY Reporting, Inc. previously operated under the name Elite Stenotype Academy, Inc., but changed its corporate name in or about October, 2016 to NY Reporting, Inc.

Based upon their qualifications and experience, it is recommended that the second extension option of said appointment be exercised for the <u>nunc pro tunc</u> from January 1, 2017 through December 31, 2017, in an amount not to exceed \$7,000.00 per firm, per year. Funds are available in Account No. OTA A 1420 44800 000 0000. Accordingly, kindly suspend the rules and place this item on the January 10, 2017 action calendar.

TOWN ATTORNEY

Matthew M. Rozea Assistant Town Attorney

MMR:mmr Enclosure



Meeting of December 15, 2015

Resolution No. 732-2015

WHEREAS, Resolution No. 51-2015, adopted on February 3, 2015, authorized the following professional court reporters to provide stenographic services with respect to Town of Oyster Bay employee relations matters, from February 3, 2015 through December 31, 2015, with two (2) one year extension options, in an amount not to exceed \$7,000.00:

NORTH SHORE COURT REPORTERS, INC. P.O. BOX 382 MANHASSET, NY 11030

ELITE STENOTYPE ACADEMY, INC. 78 DIVISION AVENUE MASSAPEQUA, NY 11758

FEVOLA REPORTING & TRANSCRIPTION, INC. 15 FRANCISCAN LANE SMITHTOWN, NY 11787

WHEREAS, Leonard Genova, Town Attorney, and Anthony C. Curcio, Assistant Town Attorney, by memorandum dated November 23, 2015, request Town Board authorization to exercise the first extension option through December 31, 2016, in an amount not to exceed \$7,000.00, with funds available in Account No. OTA A 1420 44800 000 0000; and

NOW, THEREFORE BE IT RESOLVED, Leonard Genova, Town Attorney, and Anthony C. Curcio, Assistant Town Attorney, are hereby authorized to exercise the first extension option for professional court reporters to provide stenographic services with respect to Town of Oyster Bay employee relations matters, through December 31, 2016, in an amount not to exceed \$7,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTA A 1420 44800 000 0000, or any other appropriate account, 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

Meeting of January 10, 2017

WHEREAS, Resolution No. 778-2014, adopted on February 3, 2015, authorized the following professional court reporters to provide stenographic services to the Office of the Town Attorney from January 1, 2015 through December 31, 2015, with two (2) one-year extension options, in an amount not to exceed \$10,000.00:

Veritext Court Reporting 200 Old Country Road Mineola, New York 11501 NY Reporting, Inc.
78 Division Avenue
Massapequa, New York 11758

Key Court Reporting 5 Wisteria Lane Wantagh, New York 11793 Fevola Reporting & Transcription Inc. 15 Franciscan Lane

Smithtown, New York 11787

On-Time Court Reporting, Inc. 263 Brown Street Mineola, New York 11501 North Shore Court Reporters P.O. Box 382 Manhasset, New York 11030

WHEREAS, Leonard Genova, Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated January 4, 2017, request Town Board authorization to exercise the second extension option through December 31, 2017, in an amount not to exceed \$10,000.00, with funds available in Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the abovementioned professional court reporters are hereby authorized to provide stenographic services to the Office of the Town Attorney, <u>nunc pro tunc</u> from January 1, 2017 through December 31, 2017, in an amount not to exceed \$10,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

#

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Town Clerk



Town of Oyster Bay Inter-Departmental Memo

TO

MEMORANDUM DOCKET

FROM

OFFICE OF THE TOWN ATTORNEY

DATE

January 4, 2017

SUBJECT:

Stenographic Services to the Office of the Town Attorney

Extension to December 31, 2017

Resolution No. 778-2014, adopted on November 18, 2014, authorized the following professional court reporters to provide stenographic services to the Office of the Town Attorney, from January 1, 2015 through December 31, 2015, with two (2), one-year extension options:

Veritext Court Reporting 200 Old Country Road Mineola, New York 11501

NY Reporting, Inc.
78 Division Avenue

Key Court Reporting

Massapequa, New York 11758

Fevola Reporting & Transcription Inc.

5 Wisteria Lane Wantagh, New York 11793

15 Franciscan Lane

Smithtown, New York 11787

On-Time Court Reporting, Inc.

North Shore Court Reporters

263 Brown Street

P.O. Box 382

Mineola, New York 11501

Manhasset, New York 11030

Kindly note that NY Reporting, Inc. previously operated under the name Elite Stenotype Academy, Inc., but changed its corporate name in or about October, 2016 to NY Reporting, Inc.

Based upon their qualifications and experience, it is recommended that the second extension option be exercised <u>nunc pro tunc</u> from January 1, 2017 through December 31, 2017, in an amount not to exceed \$10,000.00. Funds are available in Account No. OTA A 1420 44110 000 0000. Accordingly, kindly suspend the rules and place this item on the January 10, 2017 action calendar

TOWN ATTORNEY

Matthew M. Rozea Assistant Town Attorney

MMR:mmr Attachment Meeting of January 10, 2017



WHEREAS, by Town Board Resolution 545-2016, adopted on September 27, 2016, the Town Board authorized the Town Attorney to negotiate an agreement with Lessing's, Inc., 3500 Sunrise Highway, Building 100, Suite 100, Great River, New York, to provide Food and Beverage Concession Services at the Woodlands, Woodbury, New York, for the period beginning September 26, 2016 through and including January 1, 2017; and

WHEREAS, Leonard Genova, Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated January 4, 2017, have recommended extending the term of said agreement <u>nunc pro tune</u> from January 1, 2017 through March 31, 2017 because additional time is necessary to procure a long-term concessionaire for the Woodlands; and

WHEREAS, the terms and conditions contained in the September 26, 2016 agreement shall control and govern during the extension through March 31, 2017,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation hereinabove set forth is hereby approved, and the term of the agreement with Lessing's, Inc., 3500 Sunrise Highway, Building 100, Suite 100, Great River, New York 11739, to provide Food and Beverage Concession Services at the Woodlands, Woodbury, New York, shall be extended nunc pro tunc from January 1, 2017 through March 31, 2017, and be it further

RESOLVED, That the Supervisor or his designee shall be authorized to execute any document necessary to effect such extension.

#

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

Acting Supervisor Muscarella Aye
Councilman Macagnone Aye
Councilman Coschignano Aye
Councilman Pinto Aye
Councilwoman Alesia Aye
Councilwoman Johnson Abstain

cc: Supervisor
Town Attorney
Comptroller (2)

Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

January 4, 2017

SUBJECT:

Extension of Concession License Agreement

On September 27, 2016, the Town Board adopted Resolution 545-2016, which authorized the Town Attorney to negotiate an agreement with Lessing's, Inc., 3500 Sunrise Highway, Building 100, Suite 100, Great River, New York, for the purpose of providing Food and Beverage Concession Services at the Woodlands, Woodbury, New York, for the period beginning September 26, 2016 through and including January 1, 2017.

Efforts to prepare and distribute a request for proposals for a long-term concession license are on-going. As such, it is this Office's recommendation that the Town Board extend the term of the license agreement with Lessing's, Inc. nunc pro tunc from January 1, 2017 through March 31, 2017 so that this Office may finalize the request for proposals, distribute same, and then conduct an evaluation of responses. It is further requested that the Supervisor or his designee be authorized to execute any documents necessary to give effect to such extension.

Accordingly, kindly suspend the rules and place this item on the January 10, 2017 action calendar.

LEONARD GENOVA

Matthew M. Assistant Town

MMR:mmr

WHEREAS, this Town Board did heretofore authorize the Town of Oyster Bay to implement a Program of Self-Insurance for General Liability, including Automobile Liability; and

WHEREAS, Leonard Genova, Town Attorney, and Dennis P. Sheehan, Assistant Town Attorney, by memorandum dated January 5, 2017, advise that it will be necessary for the Town to retain a law firm experienced in these matters to provide legal services in connection with the Town's self-insurance program for cases initiated through December 31, 2017; and

WHEREAS, the Town Attorney, after having investigated and reviewed the qualifications of numerous law firms, presently recommends that the following firms be retained to assist the Town in the aforementioned self-insurance program:

> Milber Makris Plousadis & Seiden, LLP 1000 Woodbury Road, Suite 402 Woodbury, New York 11797

Law Offices of Alan Reardon 19 Park Avenue Williston Park, New York 11596

Kendric Law Group P.C. 1225 Franklin Avenue, Suite 450 Garden City, New York 11530

Cascone & Kluepfel, LLP 1399 Franklin Avenue, Suite 302 Garden City, New York 11530

Walsh Markus McDougal & DeBellis LLP 229 Seventh Street, Suite 200 Garden City, New York 11530

WHEREAS, payment to said law firms will be in accordance with the terms, conditions and fee schedules set forth below:

Trials including jury selection

\$400.00

(per half day)

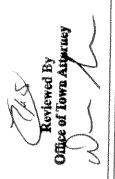
Court appearances other than trials

\$250.00

All Court appearances in which the matter is adjourned and/or

rescheduled, with the exception of trials

\$100.00



Resolution No. 35-2017

50-h Hearings and Examinations

Before Trial - Each Party

\$250.00

Office work by attorneys including, but not

limited to, pleadings, research, motions & briefs

\$150.00 per hour

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Leonard Genova, Town Attorney, and Dennis P. Sheehan, Assistant Town Attorney, the law firms abovementioned are hereby retained to provide legal services in connection with the Town's self-insurance program, for cases initiated from January 1, 2017 through December 31, 2017, and payment is hereby authorized and directed to be made therefor, in an amount not to exceed \$25,000.00 per year, per law firm, upon submission of a duly certified claim, after audit by the Comptroller, in accordance with the fee provisions outlined herein; and be it further

RESOLVED, That funds are available in Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

-#-

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

Acting Supervisor Muscarella
Councilman Macagnone
Councilman Coschignano
Councilman Pinto
Councilwoman Alesia
Councilwoman Johnson
Aye
Aye
Abstain
Aye

cc: Supervisor Town Attorney Comptroller (2) 21 25

Town of Oyster Bay Inter-Departmental Memo

O: MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

January 5, 2017

SUBJECT:

Retention of Attorneys to Represent the Town in Negligence Matters

Account Numbers: TWN AMS 1910 43010 602 0000 000 and

TWN AMS 1910 43020 602 0000 000

A review of proposals solicited from law firms which specialize in the defense of negligence actions resulted in the selection of the following firms:

Milber Makris Plousadis & Seiden, LLP 1000 Woodbury Road, Suite 402 Woodbury, New York 11797

Law Offices of Alan Reardon 19 Park Avenue Williston Park, New York 11596

Kendric Law Group P.C. 1225 Franklin Avenue, Suite 450 Garden City, New York 11530

Cascone & Kluepfel, LLP 1399 Franklin Avenue, Suite 302 Garden City, New York 11530

Walsh Markus McDougal & DeBellis LLP 229 Seventh Street, Suite 200 Garden City, New York 11530

After careful evaluation of the experience of said law firms, the Town Attorney has determined that it would be in the best interests of the Town to appoint said firms to assist the Town of Oyster Bay in its defense of negligence claims initiated through December 31, 2017.

Payment shall be made in accordance with the terms, conditions and the schoolule set forth in the attached resolution.

Funds for such services are available in Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

Accordingly, kindly suspend the rules and place this item on the January 10, 2017 action calendar.

LEONARD GENOVA
TOWN ATTORNEY

Dennis P. Sheenan

Assistant Town Attorney

DPS:ba Attachment cc: Comptroller

File: 2016-5730

 $S: Attorney \setminus RESOS\ 2017 \setminus MD\ \&\ RESO\setminus Outside Attnys Lit. DPS. doc$



Reviewed By Office of Town Attorney

WHEREAS, the Town of Oyster Bay has heretofore entered into a Collective Bargaining Agreement with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Town of Oyster Bay Unit, Nassau County Local 881 (hereinafter referred to as "CSEA"), for the period from January 1, 2010 through December 31, 2016, which has expired; and

WHEREAS, the Town has heretofore entered into negotiations with the representative members of the CSEA, for a new Collective Bargaining Agreement, pursuant to Chapter 392 of the Laws of 1967 of the State of New York, as amended, being designated the Public Employees' Fair Employment Act; and

WHEREAS, as the result of said negotiations, the CSEA and the Town entered into a Memorandum of Agreement, dated December 29, 2016, which Memorandum of Agreement was executed by Jarvis T. Brown, President of the CSEA, and Joseph D. Muscarella, Deputy Supervisor of the Town of Oyster Bay, subject to ratification by the members of the CSEA and the Town Board, a copy of which Memorandum of Agreement is attached hereto and fully incorporated herein by reference, and which provides for a new Collective Bargaining Agreement between the CSEA and the Town for the period from January 1, 2017 through December 31, 2021; and

WHEREAS, said Memorandum of Agreement was ratified by the members of the CSEA on January 4, 2017; and

WHEREAS, the Town Board is willing to accept the terms and conditions of said Memorandum of Agreement, since same are in the best interests of the Town of Oyster Bay, its residents and employees,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the Memorandum of Agreement, dated December 29, 2016; and be it further

RESOLVED, That except for elected public officials, all full-time employees of the Town of Oyster Bay not covered by the new Collective Bargaining Agreement between the Town of Oyster Bay and CSEA shall receive the benefits provided for by the Collective Bargaining Agreement; and be it further

RESOLVED, That as the Memorandum of Agreement provides for the wages of the Union employees to be reduced by two (2) percent for the period commencing with the first pay period of 2017 through the last pay period of 2018, the wages of exempt employees shall also be reduced by two (2) percent during the same period; and be it further

RESOLVED, That the wages specified in the new Collective Bargaining Agreement are minimum rates, and are not to be considered as restricting the Town from hiring or placing employees with certain technical or professional skills at a higher compensation level when the need to do so arises, and so long as the minimum schedules are maintained, no increase in wages to an individual shall necessitate a change in the wages of other individuals; and be it further

Resolution No. 36-2017

RESOLVED, That the Comptroller of the Town of Oyster Bay is hereby authorized to implement the appropriate salary changes, and such other applicable terms and conditions, as provided for in the subject Memorandum of Agreement.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)



MEMORANDUM OF AGREEMENT

WHEREAS, the Town of Oyster Bay (referred to herein as "the Town") and the Civil Service Employees Association Local 1000 AFSCME, AFL-CIO, Town of Oyster Bay Local 881 (referred to herein as "CSEA") are parties to a collective bargaining agreement expiring December 31,2016, but remaining in force and effect.

WHEREAS, by way of this Memorandum of Agreement, the Town and CSEA desire to enter into a new agreement commencing January 1, 2017. The new agreement shall constitute all terms of the existing agreement except as modified herein.

WHEREAS, this Memorandum of Agreement represents the parties entire agreement regarding the subject matter. There are no other agreements, oral or otherwise, and the agreement may only be modified or superseded by a subsequent written document executed by the parties.

WHEREAS, this Memorandum of Agreement shall be subject to ratification by the Town Board and the CSEA LOCAL 881 membership.

Now THEREFORE, the parties hereto agree as follows:

- 1. Term January 1, 2017 through December 31, 2021
- 2. Wages ARTICLE V: Graded Salary Plan
 - <u>a.</u> Effective January 1, 2017 employees shall remain on the same (2016) step of their respective Salary Grade and the salary schedule shall not be increased.
 - <u>b.</u> Effective January 1, 2017 employees shall have their gross yearly wages reduced by two percent (2%) a year. The reduction shall not be compounded and will be made evenly on a bi-weekly basis starting the first pay period of 2017 and ending the last pay period of 2018.
 - **c.** Effective January 1, 2017 the Graded Salary Schedule shall be reduced to illustrate a one and nine tenths percent (1.9%) step throughout the schedule.
 - **d.** Effective January 1, 2018 employees shall remain on the same (2017) step of their respective Salary Grade and the salary schedule shall not be increased.
 - e. Effective January 1, 2018 employees with accrued sick time may opt to forfeit days to a maximum of the equivalent cash value of the two (2%) reduction in salary that year. If an employee chooses to "cash in time" for such purpose, the value of such time used shall be in accordance with section 7-1.2.3 of the collective bargaining agreement.
 - <u>f.</u> Effective January 1, 2019 employees shall no longer incur the reduction and be placed at their salary step/grade reflected in the 2017 (mirroring 2016) salary schedule. The salary schedule shall not be increased.
 - g. Effective July 1, 2020, the salary schedule in effect on December 31, 2019 shall be increased by the sum of 1.9%.

- Any step increase or additional raises shall be negotiated per the reopener provision, except for "new hires" which shall be in accordance with the "new hire provision".
- h. Effective January 1, 2021, the salary schedule in effect on December 31, 2020 shall be increased by the sum of 1.9%. Any step increase or additional raises shall be negotiated per the reopener provision, except for "new hires" which shall be in accordance with the "new hire provision".

It is understood that all of the above salary changes shall be made effective on the start of the first full pay period following the cited dates.

3. Job Protection -

- a. Article IX, Section 9-7.1 shall remain in the Collective Bargaining Agreement but amended as follows: "The Town shall not Lay-Off any member of the bargaining unit during the term (01/01/17 12/31/21) of this agreement for any reason, including economic and budgetary stringency. Further, notwithstanding any provision in Article IV, Rights of the Town, the Town agrees not to privatize services performed by CSEA represented employees. (This provision shall be considered to "sunset" December 31, 2021)
- <u>b.</u> Article IX, add new Provision to read as follows; "in the event of lay-offs or curtailment of activities, and positions in the non-competitive or labor classes are abolished those laid off will have their names placed on a preferred list for eight (8) years and be entitled to recall rights of those in competitive titles pursuant to Civil Service Law. Retention of such positions shall be as New Hires". (Competitive Class employees shall be governed by Civil Service Rules and Regulations, though, preferred lists shall be extended an additional four (4) years whereby retention of such positions shall be as New Hires)
- **c.** For layoffs in the non-competitive class, seniority shall take "promotional lines" into account. For example; if the Town lays off in the Laborer II title, those employees effected (if ever holding a Laborer I title) shall not be laid off before an individual who is less senior and holds a Laborer I or Laborer II title.
- 4. Productivity During the term of the agreement (01/01/17 12/31/21) section 9-9.0 will reflect elimination of Productivity.
- Sanitation Department/Work week add New Provision to read as follows; "After January 1, 2017 all employees in Recycling Worker I titles shall be changed to Sanitation Worker II titles and shall work as one department. Further, by reverse seniority the least senior Sanitation Worker I's will be backfilled into other Town Departments as Laborer II's to a maximum of fifty (50). Voluntary transfers will be taken first. Upon positions in the Sanitation Department being vacated (e.g. retirements, separations, terminations) or if positions in the Sanitation Department become available, those who were displaced shall have the first opportunity to return by seniority. Should the transfer of titles from Recycling Worker I to Sanitation Worker II be deemed illegal, improper and/or nullified, then all incumbents in Recycling Worker I titles

shall be returned to their prior titles with no loss of seniority or any other emoluments of employment. Should there be a return to the Recycling Worker I title, all steps and raises that would have occurred shall be added so that no employee shall suffer a loss as a result of the return to a prior title.

<u>Work Week</u> – A four-day work week shall continue but modified and fashioned to include recycling pickup done as one department.

- 6. Health Insurance Buy Back Program Article VI (6-1.1.3), add New Provision, to read as follows: "For the term of the agreement (01/01/17 12/31/21) the Family Buy Back amount shall be reduced to six thousand dollars (\$6000) and the Individual shall be reduced to twenty-eight hundred dollars (\$2800)." If a successor bargaining agreement has not been negotiated by the time of expiration of the current (2017-2021) agreement the above amended provisions shall revert to the buyback amounts existing in the previous (2010-2016) agreement.
- 7. Holidays Article VII, REPLACE "Lincolns Birthday" with "The day after Thanksgiving".
- <u>8</u> <u>Leaves</u> Article VII (7-1.4.5), for the term of the agreement amend section 7-1.4.5 as follows:
 - a. DELETE "fifteen (15)" and REPLACE with "ten (10)"
 - b. DELETE "fifteen (15)" and REPLACE with "ten (10)"
 - c. When a foregoing designated holiday falls on a Monday or Tuesday, task completion personnel shall work on Wednesday of that week, and when such designated holiday falls on Thursday or Friday, such Personnel shall work on Saturday of that week. When a foregoing designated Holiday falls on a Wednesday, task completion personnel shall be granted a compensatory day off. When such personnel work on Wednesday or Saturday they will be paid ten (10) hours straight time pay for that day's work.

If a successor bargaining agreement has not been negotiated by the time of expiration of the (2017-2021) agreement the above amended provisions shall be in effect until a successor agreement is made.

- 9 Hiring Freeze add New Provision, to read as follows: "There shall be a restriction on hiring for the years January 1, 2017 through December 31, 2018, with the exception that the Town may hire union employees to the extent of a vacated position" (e.g., retirements, separations, terminations). The restriction shall exclude satisfying open exempt slots so long as the "manning table" remains the same.
- 10 Part Time Employees add New Provision, to read as follows: "For the period January 1, 2017 through December 31, 2018 there shall be an elimination of all part timers in the Public Safety, Bay Constable, and Sanitation Departments."
- Reopener add New Provision, to read as follows: "At any point in time after January 1, 2020, upon request by the union, the Town agrees to discuss and negotiate reopening the agreement (for improving wages and fringe benefits only). Previous year separations and retirements shall be discussed and considered at that time.
- 12 Legal Plan add New Provision, to read as follows: "The Town agrees to allow CSEA a payroll deduction slot for a Legal Plan elected by CSEA. The plan will be at full contribution to the employee if he/she chooses to participate." The Town further agrees to mail a check, each pay period, to the Legal Plan attorney for the amount withheld for each pay period.

- Sick Leave Half Pay Article VI, AMEND section 6-1.3.4 to reflect that in order to be eligible, an employee must first use a minimum of twenty (20) days of their own accrued time for such illness.
- <u>Take Home Vehicles</u> "new provision", all employees with take home vehicles who live outside the Town of Oyster Bay area must opt to either; a. take their own vehicles from home to the closest Town location (and vice versa) or b. reimburse the Town for mileage to and from home and the nearest Town location at the IRS rate (now \$.54 cents a mile).
- **15 Grievance and Discipline Procedure** Article IV (4-4.0 and Addendum A), shall be replaced with a new binding grievance and disciplinary procedure exhibited in Attachment A and B.
- 16 Grammar Changes/Wording additions and subtractions The Collective Bargaining Agreement shall be modified to include the changes referenced in "Attachment C".
- <u>Existing Memorandums</u> All existing fully executed Memorandums of Agreements shall be incorporated into the new Collective Bargaining Agreement, except any such memoranda which has expired by its terms.
- 18 New Hires Employees hired after January 1, 2017 shall:
 - a. Contribute 15% into Health Insurance
 - Be subject to a new 15 step Salary Schedule (created by deleting current steps after
 15) and remain at step 1 for the first two years of employment
 - c. Be capped at 120 sick days (cash out at retirement)
 - d. Have a starting salary at grade 9 step 1 reduced to \$40,000 (all other grades at step 1 will be reduced at same ratio)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this $\frac{29}{200}$ day of December 2016.

Dated: 12/29/16	Town of Oyster Bay BY: A WW
Dated: 12 24 16	C.S.E.A. Local 1000 AFSCME Oyster Bay Local 881 BY:
Dated:	BY:

Attachment A

Section XII - Disciplinary Procedure

A. CIVIL SERVICE LAW

Each permanent employee covered under the recognition provisions of this Agreement shall be entitled to the procedure and benefits set forth in Section 75 of the Civil Service Law, in effect on the date of execution of this Agreement, except as modified and altered by this Agreement. The procedure established herein shall be the exclusive disciplinary procedure for an employee who may be subjected to disciplinary charges.

Should any sentence or clause of Section 75 be read as contradictory to this Agreement, the provisions of this Agreement shall at all times supersede the sentence or clause in question.

B. MATTERS SUBJECT TO DISCIPLINE

The Employer may discipline an employee for incompetency and/or misconduct, violation of Town policy or work rules.

C. PROCEDURE

- (1) Notice of Discipline and Charges: An employee who is entitled to the protections of this section shall, within five (5) business days of the imposition of a penalty, be served with written notice of the discipline and charges of incompetence and/or misconduct either in person or by certified mail, return receipt requested, to the employee's current address as it appears on the Town's personnel records. Service shall be complete upon mailing or personal delivery, whichever method is chosen. If the employee wishes to contest said discipline, the employee must proceed in accordance with the disciplinary review procedure set forth in this section.
- (2) Disciplinary penalties may consist of and shall be limited to one (1) or more of the following actions: reprimand; relocation of workplace; fine not to exceed one hundred dollars (\$100); demotion in title, grade or step; loss of accumulated and/or future personal, sick, vacation and/or overtime; suspension without pay; and dismissal from Town service.

Pending the hearing and determination of charges of incompetency or misconduct, the employee against whom such charges have been preferred may be subject to one (1) or more of the penalties enumerated herein. However, when any step in the disciplinary procedure has been delayed at the request of an employee or his/her representative, the Employer shall in no instance have any liability for the number of work days for which the employee sustained disciplinary penalties during the delay.

If such employee is found guilty of the charges, the penalty or punishment shall consist of those actions enumerated herein. If such employee is acquitted, he/she shall be restored to his/her position and provided all the pay and benefits he/she would have received had he/she not be charged.

- (3) A discharge, or a suspension without pay in excess of thirty (30) days, shall entitle the Union to proceed directly to Step 2 of the disciplinary review procedure for expedited arbitration.
- (4) No discipline may be imposed more than eighteen (18) months after such occurrence unless said incompetence or misconduct would, if provided in a court of competent jurisdiction, constitute a crime.
- (5) Compliance with all deadlines set forth within this disciplinary review procedure is a condition precedent to arbitration. Deadlines may be modified with the written consent of both parties.

(6) Disciplinary Review Procedure

Step 1: Within ten (10) business days after the imposition of disciplinary action or service of notice of discipline and charges, whichever is first, an employee who objects to the disciplinary action which was imposed shall present the employee's objection in writing to the Town Attorney or his/her designee by filing a written notice of the specified objection. Within fifteen (15) business days of such presentation, the Town Attorney or designee shall make a written determination and provide copies of the decision to the employee and the Union.

Step 2: Within ten (10) business days after (a) notification of the decision reached at Step 1; (b) discharge; or (c) suspension without pay in excess of thirty (30) days, only the Union may proceed to Disciplinary Arbitration by written notification of its intent to proceed delivered to the Town Attorney or his/her designee. Within thirty (30) business days after (a), (b) or (c) above, the Union must file an arbitration demand with the American Arbitration Association ("AAA"), in accordance with the rules and requirements of the American Arbitration Association as they relate to labor arbitration. The Union's failure to file an arbitration demand with the American Arbitration Association within such time limitation shall be deemed a withdrawal of its intent to proceed to arbitration.

D. DISCIPLINARY ARBITRATION

(1) Arbitrators shall be selected from the American Arbitration Association's list with appointment, and in accordance with the American Arbitration Association rules relating to voluntary labor arbitration.² The Town and the Union shall each pay the American Arbitration Association the requisite fee for the provision of such list.

CSEA and the Town reserve the right to mutually agree upon choosing an arbitrator without using the list.

List with Appointment

Parties can contact the American Arbitration Association and request one (1) list of no more than fifteen (15) names. Within forty-eight (48) hours of receipt of the joint request the American Arbitration Association will submit a list with a return date of ten (10) days for review and appointment of the arbitrator based on the parties' mutual selection. The American Arbitration Association will notify the parties of the selection of the arbitrator. The administrative fee for list with appointment is seventy-five dollars (\$75.00) per party.

(2) The parties shall share equally in the expense of the arbitrator. If, however, after filing a demand for arbitration with the American Arbitration Association it is determined that the Union failed to comply with a condition precedent to arbitration, the Union shall be responsible for payment of the full American Arbitration Association administrative fee.

The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed, in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect. It is understood that a disciplinary proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new agreement, may be processed after the stated expiration date as if the Agreement was still in effect. The award of the arbitrator so made shall be final and binding on the parties.

For the purpose of this disciplinary arbitration procedure:

- (a) The parties agree that each shall exercise its best efforts to ensure the prompt scheduling and disposition of disciplinary arbitration.
- (b) Failure by the Town, at any step of the procedure provided herein, to communicate a decision within the specified time limits shall permit the employee or the Union, whichever is applicable, to proceed to the next step.
- (c) Failure by the employee or Union at any step of this procedure to proceed to the next step within the specified time limits shall be deemed to be a waiver of the right to proceed to the next step.
- (d) Judicial review of disciplinary arbitration proceedings under this section shall be exclusively limited to procedures available under C.P.L.R., Article 75.
- (e) Neither the Union nor the Town shall be permitted more than two (2) adjournments of any arbitration case. No adjournment shall be for more than ten (10) business days, subject to arbitrator availability. Default will be granted against the party requesting more than two (2) adjournments. The party requesting the adjournment shall be responsible for any arbitrator adjournment fees attributable thereto.
- (f) Arbitrations shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association.

Those selected as arbitrators under this Agreement shall receive their requisite fees, to be borne equally by the parties.

The arbitrator selected shall be notified immediately and must hold the hearing and render the binding decision as soon as reasonably practicable after the close of the hearing and the arbitrator's receipt of written arguments.

Attachment B

Grievance Procedure

A. DEFINITION

A grievance is a dispute or difference of opinion raised by an employee or by a group of employees (with respect to a single common issue) covered by this Agreement against the department involving, in the opinion of the employee(s), the meaning, interpretation or application of the express provisions of this Agreement.

B. GRIEVANCE PROCESS

A grievance shall be processed as follows:

- Step 1: An employee who feels that he/she has been aggrieved shall present his/her grievance in writing to the employee's Department Head and the Town Attorney within ten (10) business days of the occurrence of the alleged grievance. The President of the Union may file group grievances if violation(s) involve or could involve a group of employees. The Department Head shall consider the matter and, within seven (7) business days thereafter, make a determination and advise the employee of the decision. If the Department Head does not act within seven (7) business days, the grievance shall be deemed denied.
- Step 2: If the employee remains aggrieved after Step 1, he/she may appeal to the Town Attorney or designee within ten (10) business days after notification of the decision reached at Step 1, or if no determination is rendered. Such appeal shall be made in writing and shall be delivered to the office of the Town Attorney.

The Town Attorney or designee will respond to a grievance within ten (10) business days of its submission to Step 2. In the absence of a written determination from the Supervisor within such time period, the grievance shall be deemed denied.

Step 3: If the employee remains aggrieved after Step 2, he/she may within ten (10) business days of the Step 2 denial, notify the Town Attorney in writing of his/her intent to proceed to binding grievance arbitration, subject to the following provisions:

- (1) Arbitrators shall be selected from the American Arbitration Association's ("AAA") list with appointment and in accordance with the AAA rules relating to voluntary Labor Arbitration². The Town and the Union shall each pay the American Arbitration Association the requisite fee for the provision of such list. Binding grievance arbitrations shall be conducted in accordance with AAA rules of voluntary Labor Arbitration.
- (2) The parties shall share equally in the expense of the binding grievance arbitrator, however, the employer shall not be obligated to pay a fee for more than twelve binding arbitrators per calendar year.
- (3) The binding grievance arbitrator shall issue written findings of fact and recommendations for resolving the grievance to the parties as soon as practicable after the close of the hearing and the arbitrator's receipt of written arguments. The arbitrator shall make a binding determination with respect to the grievance, and his/her holding shall be restricted to the issue(s) presented.

For the purpose of this grievance procedure:

- (a) The parties agree that each shall exercise its best efforts to ensure the prompt scheduling and disposition of contract grievances;
- (b) Failure by the Town, at any step of the procedure provided herein, to communicate a decision on a grievance within the specified time limits shall permit the employee to proceed to the next step;
- (c) Failure by the employee or Union at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step;
- (d) Neither the Union nor the grievant will initiate any action in any court which is related to any matter which is within the definition of a grievance under this Agreement, until and unless such grievance has timely proceeded through each step hereinabove set forth, and has been fully determined at Step 3.
- (e) Conferences and hearings held under the procedure provided herein shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present at such conferences or hearings. When such conferences or hearings are held during working hours, all individuals necessary for the conferences or hearings will be excused without loss of pay for the purpose of attending such conferences or hearings.

Parties can contact the AAA and request one list of no more than fifteen names. Within 48 hours of receipt of the joint request the AAA will submit a list with a return date of ten days, for review and appointment of the arbitrator based on the parties' mutual selection. The AAA will notify the parties of the selection of the arbitrator. The administrative fee for list with appointment is \$75 per party.

List with Appointment

C. EXCLUSIVE MEANS OF RESOLVING GRIEVANCES

The grievance procedures established herein shall be the exclusive means by which a grievance shall be resolved.

D. PRECEDENT

Neither the settlement nor resolution of any grievance, nor the decisions of an arbitrator, shall be considered as precedent.

E. TIME LIMITS

The time limits in any stage of the grievance procedure may be extended by mutual written agreement.

F. BYPASS OF STEPS

Any step of the grievance procedure may be bypassed by mutual written agreement.

AGREEMENT

by and between the

TOWN OF OYSTER BAY

and

CSEA Local 1000 AFSCME, AFL-CIO

Since 1910



Town of Oyster Bay Unit Nassau County Local 881

January 1, 2010 - December 31, 2015

TOW OF OYSTER BAY

LOCAL 881 CIVIL SERVICE ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO

President Robert Rauff, Jr.

Executive Vice President Alex Bard

1st Vice President Gene Fallica

2nd Vice President Jarvis Brown

3rd Vice President Pat Davino 4th Vice President Brigid Hand

Recording Secretary Barbara Huben

Treasurer Jon Klein

C.S.E.A. Labor Relations Specialist Rigo Predonzan

NEGOTIATION COMMIT' IX
Robert Rauff, Jr., President
Rigo Predonzan, CSEA Labor Relations Specialist (Chairman)

Alex Bard
Gene Fallica
Jarvis Brown
Pat Davino
Brigid Hand
Barbara Huben
Jon Klein

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PREAMBLE

Agreement made and entered into as of the 1st day of January, 2010, 2017 by and between The Town Board of the Town of Oyster Bay, having its principal office at Town Hall, Oyster Bay, County of Nassau, State of New York, (hereinafter designated "Town") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, covering the Town of Oyster Bay Local 881, Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, having its principal office at 143 Washington Avenue, Albany, New York (hereinafter designated "Association").

Witnesseth

Whereas, the Town and the Association, in order to effectuate the purposes and intent of the provisions of Chapter 392 of the Laws of 1967 of the State of New York (also designated Public Employees" Fair Employment Act), and thereby promote harmonious relationship between the parties and between the parties in interest herein; and

Whereas, the Town and the Association, as the result of collective negotiations in accordance with said Laws and laws applicable thereto, and intending to be bound, hereby AGREE as follows:

ARTICLE I - TERM OF AGREEMENT

This Agreement shall take effect the 1st day of January, 2010 2017 and shall continue in full force and effect to and including the 31st day of December, 2015-2021.

ARTICLE II - RECOGNITION

The Town recognizes the Association as the sole bargaining and representative agent for and on behalf of its employees. It is understood that seasonal employees, temporary employees and elected public officials, as well as officials performing a legislative or judicial function pursuant to subdivision 2 of Sec. 682 of the General Municipal Law are not included as employees represented by the Association. It is further understood that the employees occupying those titles specified on the annexed list, attached hereto as Addendum B, are not included as employees covered by the current Collective Bargaining Agreement.

ARTICLE III - RIGHTS OF ASSOCIATION

The Town shall process during the term of this Agreement the following payroll deductions. In no event shall the Town be responsible for the use and application of the funds so deducted except to forward same pursuant to the provisions hereinafter applicable. The administration of all funds deducted hereby shall be the responsibility of the Association.

3-1.0 - Payroll Deductions

3-1.1 - Dues

Within fifteen (15) days after presentation to the Comptroller of an authorization in writing and signed by the employee, the Town agrees to deduct from wages of such employee on each payday, the dues prescribed by the Association and to forward the full amount thereof to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York. Such Payroll deduction authorization form shall be in a form approved by the Town. The form presently used by the Association shall be deemed acceptable to the Town.

3-1.2 - Credit Union

Upon presentation to the Comptroller by the employee of a proper payroll deduction authorization form approved by the Town, Credit Union Payroll deductions shall be made by the Comptroller pursuant to Town of Oyster Bay Local Law for Credit Union Payments or Deposits as authorized by the employee on forms prescribed for said purposes by the Office of the Comptroller, and to forward the full amount thereof to the Treasurer of the Credit Union.

3-1.3 - Life Insurance

- 3-1.3.1 Premiums for group life and accidental death benefits offered by the Travelers Association approved Insurance Company shall be forwarded to the Civil Service Employees Association, 143 Washington Avenue, Albany, New York; and
- 3-1.3.2 Premiums for group life and accidental death benefits shall be forwarded to the Association, in care of the President of the Town of Oyster Bay Local.

3-1.4 - Benevolent Associations

Contributions to benevolent associations requested by an employee on authorization forms available and processed by the Town Comptroller shall be made through Credit Union deduction; total deductions thereof shall be forwarded to the Treasurer of the Credit Union for allocation and distribution.

3-1.5 - Automobile and Homeowner's Insurance Plans Supplemental Insurances, United Fund, PEOPLE

Upon presentation to the Comptroller by the Association of an employee's authorization, payroll deductions shall be made accordingly and the amounts thereon shall be forwarded to the designated Association office for administration and processing.

3-1.6 - Legal Assistance Plan do we still offer this?

Upon presentation to the Comptroller by the Association of an employee's written authorization, payroll deductions shall be made accordingly and the amounts thereon designated shall be forwarded to the designated Association office for administration and processing for a Legal Assistance Plan to be provided through the Association.

3-1.7 - Individual Retirement Accounts

Contributions to an Individual Retirement Account, provided through the association shall be made by payroll deduction upon presentation to the Comptroller of a signed authorization form thereof by an employee.

3-2.0-Office Space

The Town agrees to furnish reasonable office space to the Association for the conduct of its business affairs.

3-3.0 - Attendance at Regular Association Board Meetings Board Member Identification

Association Board members shall he released from duty after prior notification to the relevant Department Head to attend regular Association evening meetings of the Association Board not in excess of once per month. The Association shall notify, in writing, the Office of the Supervisor and the relevant Department Head of any changes in Board membership.

3-4.0 Association Activity

A. Each Department Head, or designee, shall be notified in writing by the CSEA President, or designee, prior to release of an employee for attendance at Association activities.

- B. The President and the Executive Vice President of the Town of Oyster Bay Local 881 of the Civil Service Employee's Association, along with one other Officer-Union member chosen by the President, in agreement with the Town Supervisor, shall be permitted to perform their duties as CSEA officers on a full-time basis and be kept whole. without loss in pay. The full time officer/member cannot receive pay for tasks not worked. The full time officer/member may not receive overtime pay, unless in a declared New York State of Emergency.
- C. Two? officers of the Association shall be a standing member of the Anti-Harassment and Non Discrimination, and Sexual Harassment committees.
- D. The Association shall not claim any right to use of a Town vehicle for Association business by the President, or any other person, regardless of job titles or duties except for incidental use. for required attendance at Grievance Hearings and similar matters by employees who are assigned a vehicle by the Town and when such hearings are within the Town. The Association may have use of a Town vehicle with prior approval of Department Head.
- E. In addition to the President, the Executive Vice President, and one other officer as mentioned in "B" above, the Town shall provide the Association a full-time employee to perform clerical duties on a full-time basis without loss of pay or any other benefits. This full-time Association release employee shall be selected by the President with the approval of the Town.

The Association agrees to reimburse the Town for any overtime monies paid to said elerical Association release employee, which reimbursement shall be made upon the request of and proper accounting by, the office of the Town Comptroller.

The President shall be entitled, upon reasonable notice to the Town, to have said employee removed from union release status and said employee shall be returned to normal Town duties. A replacement clerical Association release employee shall be provided as described above.

E. The Town shall allow the Association, free of charge, use of available park facilities one day per year. for its annual picnic. Such date will be on the weekend immediately following on a mutually agreed upon Saturday between the Memorial Day and Labor Day Holidays. the Labor Day holiday. Additionally, the Town shall reserve the third a weekday in May for the Association's (CSEA's) use of the Honorable Joseph Colby Town of Oyster Bay golf course.

3-4.1 - Limited Access Areas

There are several areas within Town facilities that are for authorized personnel only. If a CSEA representative wishes to enter a limited access room to investigate a problem, notification is to be given to the Department Head so that appropriate arrangements can be made for the CSEA to have access thereto. Access shall be permitted to such limited access room provided such access is relevant and does not interfere with the proper administration of the Town's activities.

3-4.2- CSEA Activity by Off Duty Employees on Town Property

Any employee who is a CSEA representative and who is off the clock while Town Operations are being conducted shall have the CSEA President contact the appropriate Department Head in advance in order to obtain consent to come onto the Town's property to conduct CSEA business. Consent will be granted provided same is requested by the Local President and said CSEA representative shall thereafter be granted said access. However, if said CSEA representative interferes with the proper administration of Town activities while on Town property, he shall be required to leave said Town property.

3-4.3 - Agency Shop

In the event that an "agency shop" is lawfully permitted through legislative and judicial determination, the Town agrees to adopt such law within thirty (30) days after the Association duly institutes said fee for and on behalf of the employees comprising its bargaining unit.

The Association shall be the exclusive bargaining representative for all employees of the Town. Employees may not organize under a different union.

ARTICLE IV - RIGHTS OF TOWN

4-1.0 - MANAGEMENT

It is understood and agreed that the Town has the exclusive right to manage its affairs, to direct and control its operations and independently to make, carry out and execute all plans and decisions which it seems necessary in its judgment for its welfare, advancement or best interests of its constituency. Such management prerogatives shall include but not be limited to the following rights:

4-1.1 - To select, hire, promote, transfer, assign, discharge,

discipline or lay off employees, or discontinue their positions.

- 4-1.2 To make rules and regulations governing conduct, appearance and safety of employees.
- 4-1.3 To maintain discipline and efficiency of employees.
- 4-1.4 -To determine schedules of work including overtime.
- 4-1.5 To contract for performance of any of its services and increase or decrease the scope thereof.
- 4-1.6 To install or remove equipment.

4-1.7 - To establish and maintain all other work rules and necessary and reasonable operating rules and regulations.

4-2.0 - Appointment and Employment

It is recognized that the Town and those designated by any prevailing law or Local law shall have sole discretionary powers in the appointment or employment of any Town employee.

4-3.0 - Probationary Period

It is established that the probationary term for the following classes of Town employees shall be six (6) months commencing from the first day of the rendering of services:

a. labor employees;

b. certified competitive employees; and

c. except as provided in the last paragraph herein Sec. 4-3.0, all non-competitive employees who are not Department Heads, their Deputies, Division Heads, Assistants and their Secretaries.

It is understood, however, that employees designated unclassified, exempt or non-competitive who are Department Heads, their Deputies, Division Heads, Assistants and their Secretaries, shalt not be affected by any probationary period.

4-4.0 - Disciplinary

4-4.1 - Employees classified as non-competitive or labor class who shall have completed the required probationary period shall receive the applicable benefits of Section 75 of the Civil Service Law and of other rules and regulations applicable thereto.

The Association President may designate any Association officers or shop stewards to be the CSEA representatives for all member disciplinary hearings. In addition to the CSEA Town Local 881 President, or his/her designee, and other CSEA Representatives who are not employees of the Town, an employee facing disciplinary action shall have the right to select for his/her hearing a CSEA Local Town 881 union representative of his/her own choosing to also be present at such time. Said representative shall be granted paid release time for said attendance if said attendance is during normal working hours. If the hearing should be held outside of normal working hours, or should the hearing be extended beyond normal working hours, no compensation of any kind or nature shall be due or paid.

4-4.2 - All other employees, classified as provisional, seasonal, trainees, unclassified, exempt or non-competitive who are Department Heads, and their Secretaries, may be removed without cause at anytime by the authorities so empowered thereby.

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding made and entered into this day of December, 2012, by and between The Town Board of the Town of Oyster Bay, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, County of Nassau, State of New York, 11771 (hereinafter designated "Town"), and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, covering the Town of Oyster Bay Local 881, Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, having its principal office at 143 Washington Avenue, Albany, New York (hereinafter designated "Association") referred to as Employer, and the

WITNESSETH:

WHEREAS, the Town and the Association are parties to a collective bargaining agreement dated January 1, 2010, covering the period from January 1, 2010 through December 31, 2015 (hereinafter designated the "CBA"); and

WHEREAS, the parties hereto desire to amend the CBA and desire to enter into this Memorandum of Understanding to set forth the terms of their agreement, subject to ratification by the members of the Association and by the Town Board,

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Article I of the CBA shall be amended to read as follows:

"This Agreement shall take effect the 1st day of January, 2010 and shall continue in full force and effect to and including the 31St day of December, 2016."

2. Article V, Section 5-1.0 of the CBA shall be amended to read as follows:

"Employees employed on a permanent, full time, graded basis, except Department Heads, Division Heads, their Deputies, Assistants and Secretaries who are classified in the Civil Service as unclassified or exempt, and except those employees who are otherwise excluded by the provisions of Article II, shall be paid in accordance with the salary schedules attached hereto as Addenda I through VII. Effective January 1, 2010, if applicable, each employee hired prior to the effective date of this agreement shall move from their then present position on the salary schedule to the next step of their respective salary grade on the 2010 salary schedule. Effective July 1, 2010 the salary schedule in effect on December 31, 2009 shall be increased across the board by the sum of two (2%) percent. Effective January 1, 2011, the salary schedule in effect on December 31, 2010 shall be increased across the board by the sum of two (2%) percent. Additionally, if applicable, each employee hired prior to January 1, 2011 shall move from their then present position on the salary schedule to the next step of their respective salary grade on the 2011 salary schedule. Effective January 1, 2012, the salary schedule in effect on December 31, 2011 shall be increased across the board by the sum of three (3%) percent. Additionally, if applicable, each employee

hired prior to January 1, 2012 shall move from their then present position on the salary schedule to the next step of their respective salary grade on the 2012/2013 salary schedule. The salary schedule shall not be increased for calendar year 2013. Employees shall not move from their then present position on the salary schedule to the next step of their respective grade on the salary schedule during the period from

the date of the amendment of this Agreement (December, 2012) through June 30, 2014, unless such movement is the result of a promotion and/or in accordance with Section 5-1.0.2 of this Agreement.

Effective January 1, 2014, the salary schedule in effect on December 31, 2013 (the 2012/2013 salary schedule) shall be increased across the board by the sum of two (2%) percent. Effective July 1, 2014, the salary schedule in effect on June 30, 2014, shall be increased across the board by the sum of two (2%) percent. Additionally, if applicable, each employee hired prior to January 1, 2014, shall move from their then present position on the salary schedule to the next step of their respective salary grade on the July 2014 to December 2014 salary schedule.

Effective January 1, 2015, the salary schedule in effect on December 31, 2014 (the July to December 2014 salary schedule) shall be increased across the board by the sum of two (2%) percent. Effective July 1, 2015, the salary schedule in effect on June 30, 2015, shall be increased across the board by the sum of two (2%) percent. Additionally, if applicable, each employee hired prior to January 1, 2015, shall move from their then present position on the salary schedule to the next step of their respective salary grade on the July 2015 to December 2015 salary schedule.

Effective January 1, 2016, the salary schedule in effect on December 31, 2015 (the July to December 2015 salary schedule) shall be increased across the board by the sum of three (3%) percent. However, employees shall not move from their then present position on the salary schedule to the next step of their respective grade on the salary schedule.

"Notwithstanding anything to the contrary contained herein, effective January 1, 2010, any employee on the salary schedule whose salary step reflects an annual salary in excess of \$85,000 shall not move to the next step on the salary schedule. Effective January 1, 2012, this amount (\$85,000) shall be increased to \$90,000, and any employee on the salary schedule whose salary step reflects an annual salary in excess of \$90,000 as of January 1, 2012 shall not move to the next step on the salary schedule. Effective January 1, 2014, this amount (\$90,000) shall be increased to \$95,000, and any employee on the salary schedule whose salary step reflects an annual salary in excess of \$95,000 as of January 1, 2014 shall not move to the next step on the salary schedule at any time during the term of this Agreement. Any employee who does not receive a salary step increase as a result of earning an annual salary in excess of the amounts described herein shall remain on their current salary step but shall be entitled to any across the board salary increases as provided.

"It is understood that all of the above salary changes shall be made effective on the start of the first full pay period following the cited dates. "In the event that a new written agreement is not executed by June 1, 2017, all employees shall be entitled to be paid on the next step on the 2016 salary schedule even though a new collective bargaining agreement has not been executed. These payments, when made, shall be retroactive to January 1, 2017. The same procedure shall apply to any longevity payments to which any employees are entitled."

- 3. Addenda III through VI shall be replaced with Addenda III through VI, in the form attached hereto.
- 4. Article V, Section 5-1.1 of the CBA shall be amended to read as follows:

"Effective January 1, 2010, all employees shall be granted a longevity payment, as indicated, to be in addition to the salary provided on the graded salary plan, effective on the first day of the calendar year subsequent to such anniversary date:

Years of Service	Amount
15 years of service	\$1,000.00 Total
20 years of service	\$2,000.00 Total
25 years of service	\$2,250.00 Total
30 years of service	\$3,000.00 Total

The Longevity payments for 2011, 2012, 2013, 2014, 2015 and 2016 shall remain the same as set forth above; however, any employee attaining one of the aforesaid Years of Service totals for the first time in calendar year 2013, shall not receive such increased longevity payment, all increased longevity payments being waived for the calendar year 2013."

5-2.0 - Computation of Hourly Rate

For differential pay and overtime, the hourly rate of pay shall be determined by dividing the employee's bi-weekly salary by 80.

5. Article I, Section 5-2.1 shall be added to the CBA, and shall read as follows:

"The Association agrees to the implementation of a lag payroll of two weeks' pay for all Employees, accomplished by delaying the bi-weekly payment of salary by one day for the first full pay period commencing immediately after January 1, 2013, and delaying each of the next nine consecutive bi-weekly payments of salary for an additional day per pay period; and the Association agrees to the implementation of a second lag payroll of two weeks' pay for all Employees, accomplished by delaying the bi-weekly payment of salary by one day for the first full pay period commencing immediately after January 1, 2014, and delaying each of the next nine consecutive biweekly payments of salary for an additional day per pay period.

"All monies due to Employees and which are deferred by the implementation of the lag payroll shall be paid out to the Employees as follows:

- a) Employees shall receive from the Town any deferred monies due them upon separation from employment.
- b) Deferred monies shall be paid to the affected Employees at the rate of salary in effect at the time of the Employee's separation from employment by the Town.

"It is agreed that the impact of the lag payroll shall be considered "pension neutral" for the purposes of employee retirement. Lagged time shall be credited as time worked during the year of the lag even though the payment of those wages shall be deferred as set forth above. This in in compliance with the opinion issued in 1991 by the New York State Retirement System that the implementation of a lag payroll is pension neutral."

5-3.0 - Night Differential Pay

A 7 1/2% night shift differential shall be paid to full-time permanent employees regularly assigned to a scheduled night shift. For the purpose of this section, the night shift differential shall be deemed to apply if more than half the work shift falls outside the regular day shift within the night shift hours of 1 pm to 7 am. List shifts This provision shall not apply to those employees of the Town who are occasionally assigned to a night shift for a period not exceeding thirty (30) consecutive calendar days. Nor shall this provision apply to Park managers and Beach managers employed in the Town of Oyster Bay Department of Parks. Not withstanding the foregoing, full time permanent employees who replace employees who are receiving Night Differential Pay shall receive Night Differential Pay while replacing such employees.

Employees who receive Night Differential Pay and who are absent from work shall continue to receive Night Differential Pay while utilizing their accumulated leave entitlements unless such employees applied for and are receiving Disability Insurance Benefits; or are absent and have applied for, and are receiving, benefits under the Family Medical Leave Act for the care of a spouse, parent or child.

5-4.0 - Overtime

Except as otherwise provided herein, or in any law applicable thereto, overtime shall constitute work performed in excess of the normal work day as established by the Department Head and shall, as hereinafter provided, be compensable either by an overtime rate of pay or by compensatory time off at the employee's option.

5-4.0.1 The Local President shalt be entitled to departmental or divisional overtime records, as appropriate, within one week after written request is made to the Commissioner of said Department.

5-4.1- Applicable Events

A Department Head may grant overtime only under the following occurrences and related public necessity:

- a. Snow and ice control;
- b. Flood and hurricane;
- c. Acts of God similar to (a) and (b) above which cause; (i) a breakdown of equipment, (ii) road cave-ins; or (iii) collapsed drains;
- d. for special circumstances other than stated in (a), (b), and (a) above with the approval of the Department Head or designee with the approval of the Town Supervisor prior to the performance of such work and when it is

impracticable to obtain such prior approval, then ratification thereof by the Town Supervisor.

5-4.2 - Eligibility

A Town employee is eligible for cash overtime payment, if he or she is on any step of grade 28 or below. All other employees may receive compensatory time off for such authorized emergency overtime work at a rate of time and one-half or may be paid at the rate of straight time at the employee's option.

5-4.2.1 - Any employee occupying the title of Automotive Shop Supervisor II, Sanitation Supervisor IV or Highway Maintenance Supervisor, called upon to work overtime for snow and ice control as provided in Section 5-4.1 (a) shall be eligible for overtime pay at the rate provided in Section 5-4.3. In all instances other than snow and ice control, the overtime eligibility provisions of Section 5-4.2 shall remain in full force and effect.

5-4.2.2 - Whenever there are three (3) pieces of vehicular equipment in operation in an overtime emergency situation, with the exception of passenger cars, there shall be at least two (2) mechanics of the Central Vehicle Maintenance Division on duty.

Whenever there are in excess of three (3) such pieces of equipment in operation, the Commissioner of the Department of Public Works, or his designee, shall determine the number of mechanics on duty; however, there shall be a minimum of two (2) mechanics as provided above. Whenever there are three (3) such pieces of vehicular equipment in operation in other overtime situations, there shall be at least one (1) mechanic on overtime. The implementation of this provision shall be pursuant to the guidelines issued by the Commissioner of Public Works on May 25, 1979. Should the Town fail to notify the next eligible CVM mechanic(s) for overtime under this section 5-4.2.2 of the contract, the Town shall schedule with the employee compensatory overtime within a period of five (5) working days after appropriate notice has been given by GSEA of the failure to call in the mechanics. If the individual is offered said compensatory overtime and thereupon refuses to accept same, then the Town shall be discharged of any obligations it may have under this section 5-5.2.2.

5-4.3 - Rate of Pay

Except as otherwise provided above, the overtime rate of pay for authorized overtime work shall be at the rate of time and one-half the regular rate of such employee's pay.

5-4.4.0 - Special Provisions

In applied circumstances herein provided, the rate of overtime for eligible employees shall be granted hereby:

5-4.4.1 - Compensatory time off earned for authorized overtime work shall be earned at the rate of time-and-one-half,

5-4.4.2 - Pay in Lieu of Meal Allowance

In the event an employee is required to work in excess of his normal eight (8) hour shift, he/she shall receive one-half (1/2) hour overtime pay in lieu of meal allowance for every additional continuous four (4) hours of overtime work; but in no event shall said payment exceed one (1) hour of overtime pay for that day.

5-4.43 - Portal to Portal

In the event of an emergency caused by severe, inclement weather where an employee is delayed in reporting when called in for snow and ice control, such employee, in addition to any overtime to which he may be otherwise entitled, shall receive pay not to exceed one-half (1/2) hour as travel from portal-to-portal.

5-4.4.6.1 - In the event that an employee in the Highway Division is required to report to work for overtime scheduled prior to his normal starting time, he shall be notified before 10:00 p.m. the day immediately preceding the day for which the overtime is scheduled.

In the event of an overtime emergency, an employee notified after 10:00 p.m. and prior to 7:00 a.m. to report for work shall have the option of either reporting for work immediately or at the time requested in the notification. In either case, said employee, in addition to any overtime to which he may be otherwise entitled, shall receive pay not to exceed one-half (1/2) hour as travel from portal-to-portal. This provision shall not apply to those employees who work on a 24-hour shift basis - e.g., watchmen. The call-in provision in the paragraph immediately above shall only apply to calls made between the hours of 10:00 p.m. and prior to 7:00 a.m. during any day of the week.

- 5-4.4.4 Employees, other than watchmen, who are assigned temporarily as watchmen, shall be paid overtime on a straight time basis. time and one-half basis if the assignment exceeds the 40 hour work week.
- 5-4.4.5 Department Heads shall assign overtime work to qualified personnel on a seniority basis, whenever possible, and shall keep accurate records of said assignments to assure equal distribution of overtime.
- 5-4.4.6 In the event that an employee is called to report to work in an emergency situation as described in Section 5-4.1 above, and who, in fact does perform services as directed by the Department Head or designee, said employee shall receive a minimum of four (4) hours of overtime pay; if, upon reporting, said employee is

not required to perform services, he shall, nevertheless, receive two (2) hours of overtime pay.

- 5-4.4.7 A full-time permanent employee who is required to complete his task beyond the end of his normal day for more than fifteen minutes up to two hours, shall be paid two hours overtime at the rate of time and one-half.
- 5-4.5 Method of Payment The Town agrees to pay all overtime payments in a separate paycheck with the understanding that additional time is required by the Office of the Comptroller to calculate and produce such separate checks. The Office of the Comptroller agrees to produce said checks as expeditiously as practicable.
- 5-5.0 **Year of Service** An employee's year of service shall be deemed to occur on the anniversary day of completion of a full year of service, and on such annual anniversary thereafter.
- 5-6.0 Hours of Daily Service Except as otherwise indicated, the following hours of daily service shall be maintained as regular schedule of employment.
 - 5-6.1 Management, administrative, and clerical staff personnel shall have a normal work day, including lunch break, of seven and three-quarters (7 3/4) hours, usually commencing at 9:00 a.m.
 - 5-6.2 All other employees shall have a normal work day including lunch break, consisting of eight (8) hours, the starting time of which shall be determined by the department or division head. When a change of shift is contemplated, employees should must be given at least seventy-two (72) hours notice of such change except in emergencies. Generally, the hours worked in each department or division are as provided in 5-6.3.
 - 5-6.3- The Department Heads or their designees shall be empowered to make assignments to various shifts. as hereinafter provided:—Seasonal requirements may dictate the hours to be worked.

5-6-3.1 Highway

Employees shall work various shifts usually commencing at 4:00 a.m.

5 6.3.2 Parks

Employees shall work various shifts usually commencing at 7:15 a.m. 7:00 am.

5 63.2.1 Golf Course

Employees shall work various shifts as required.

5-6.3.3 Beaches

Employees shall work various shifts usually commencing at 6:00 a.m.

5-6.3.4 Sanitary/Recycling Collection—move to be part of 5-6.3.8 – DPW Sanitary/Recycling collection personnel shall work until completion of regular tasks, and such tasks shall commence usually at 5:00 a.m.

5 6.3.5 Watchmen move to Highway Section - 5-6.3.1.1

Watchmen shall work the following shifts:

- (a) 8:00 a.m. to 4:00 p.m. 7:00 am to 3:00 pm
- (b)4:00 p.m. to Midnight 3:00 pm to 11:00 pm
- (c) Midnight to 8:00 a.m. 11:00 pm to 7:00 am

5-6.3.6 Environmental Resources

Employees who work in the Department of Environmental Resources shall work various shifts; hours shall be staggered.

5-6.3.7 Recycling Bureau

Employees shall work various shifts usually commencing at 6:00 a.m. Collection personnel who work in the Recycling Bureau shall work on a task completion basis. Such task work shall commence usually at 5:30 a.m.

5 6.3.8 Department of Public Works

Central Vehicle Maintenance

Employees who work in the Division of Central Vehicle Maintenance shall work various shifts: usually commencing at 7:30 a.m. for those assigned to Highway and Parks Vehicle Maintenance or at 8:00 a.m. for those assigned to other vehicles.

- (a) 7:00 am 3:00 pm
- (b) 3:00 pm 11:00 pm
- (c) 11:00 pm 7:00 am
- 5-6.3.9 The foregoing provisions must not be considered all inclusive since some employees may be required to begin their normal work day earlier, and in some cases, as indicated above, shift work is necessary. Employees assigned to work on a shift basis shall be determined by the department or division head. In other cases, as in the Parks Department, etc., seasonal requirements dictate the hours to be worked.
- 5-7.0 Employment Week

The average employment week shall be five (5) days for each week, except as provided below:

- 5-7.1 For all permanent clerical staff personnel, the five (5) days shall be from Monday through Friday, except for those personnel employed to render service on other days.
- 5-7.2 For all other personnel employed to render services on Saturdays and Sundays and/or on shifts, the days of weekly employment shall be as assigned and scheduled by division or department heads.

5-7.3 -All Solid Waste Disposal Complex employees shall be entitled to time

and one-half for work on Sunday, irrespective of the number of days worked in the work week, except for those employees who elect to work on Sunday as part of their regular work week.

5-7.4 - In the Division of Sanitary/Recycling Collection, task completion personnel work week shall consist of four (4) days: Monday, Tuesday, Thursday and Friday, a forty (40) hour workweek, with each day being considered of ten (10) hours in duration. Sanitation Collection shall include the pickup of garbage and rubbish.

As part of their employment, all Sanitation and Recycling four-day per week employees shall be required to complete all training and testing mandated under Federal Legislation, State Legislation and/or Town Policy during their normal ten-hour workday.

5-7.5 - Recycling Bureau, Cement Crew, Lighting Bureau and Bay Constables and Sign Striping Crew employees work week shall consist of four (4) ten hour days.

5-8.0 - Lunch Break and Coffee Breaks

The lunch break is to be shall not exceed one hour in duration and is to be assigned by the Department Head or designee to each employee, and is otherwise to be consistent with the hours approximately at the midpoint of the employees' normal work day.

Alternate scheduling of hour lunch period may be utilized if mutually agreed upon by Union and Department Head.

All employees are entitled to two (2) coffee or rest breaks each day. These shall be of fifteen minutes duration each and shall be assigned by the division head or supervisor approximately halfway between the beginning of the normal work day and the lunch period and the end of a shift. One in the morning and one in the afternoon?

5-9.0 - Special Provisions

An employee of the Town who is assigned to work in the capacity of driver of a Town vehicle and who in any twenty-four hour period works for sixteen successive hours as a driver, may at his/her option, be permitted to leave work and shall not be penalized by supervisory personnel for exercising such option.

ARTICLE VI - EMPLOYEE BENEFITS

- 6-1.0 During the term of this agreement, the Town agrees to the following insurance coverages for and on behalf of permanent, full-time employees:
 - 6-1.0.1 WAIVER OF DOUBLE HEALTH AND DENTAL COVERAGE All employees shall execute a waiver indicating that if both the employee and his or her spouse are employed by the Town, only one spouse will elect family health and dental coverage. In the event of the death of the spouse with the family coverage the Town agrees to continue the existing family health and dental coverage until such time as the surviving spouse and family is eligible to be covered under his or her own family plan.

6-1.1 - Health Insurance

At the employee's selection of an offered health coverage plan, the Town shall assume the full cost of premiums thereof not to exceed the amount as would otherwise be contributed under the then current "New York State Health Insurance Plan" (NYSHIP) Plan (also known as the Empire Core Plan plus enhancement) or H.I.P options under this agreement, whichever is greater. Any increase in cost of the employee's chosen health coverage plan beyond such amount shall be deducted from the employee's paycheck.

Said insurance benefits shall continue for all employees who retire under the provisions of the New York State Employees Retirement System after December 31, 1974.

- 6-1.1.1 This benefit shall be discontinued upon termination or upon unauthorized absence. It shall also be discontinued for employees on authorized leave of absence without pay, unless said employees elect in writing to continue said benefit and pay for the premium cost thereof to the Town as determined by the Comptroller. Department of Human Resources.
- 6-1.1.2 The Town shall have the right to change health insurance carriers provided the benefits are substantially equivalent to the then current benefits offered by the NYSHIP and that future increases in benefits by the NYSHIP will be provided by the Town and/or its carrier, at no cost to the employees.

6-1.13 - Health Insurance Buyback Program

All eligible employees enrolled under the Town of Oyster Bay's Health Insurance Program may voluntarily participate in the Health Insurance Buyback Program attached hereto as Addendum C.

6-1.1.4 - Death Benefit

In the event of the death of any employee or of any retiree who retires after January 1, 2010, the Town agrees at its sole cost and expense to continue health insurance benefits for a period of five (5) years for the deceased employee's or retiree's survivors unless prohibited from doing so by law or regulation.

6-1.2 - Dental Insurance

The Town shall pay for and maintain its present dental plan. A joint Association/Town committee consisting of three Association selected members and three Town selected members shall be established to review and recommend an improved dental plan provided the cost of such improved plan does not exceed the monies currently allocated for the dental plan. The committee's recommendation shall be adopted subject to approval of the Town Board and the Association.

- This benefit shall be discontinued upon termination or upon unauthorized absence. It shall also be discontinued for employees on authorized leave of absence without pay, unless said employees elect in writing to continue said benefit and pay for the premium cost thereof to the Town as determined by the Comptroller. Department of Human Resources.

6-1.2.2 - For those employees who retire from the Town on or after January 1, 2006, the Town shall continue, at its sole cost and expense to pay for the Dental Benefit for said retiree and his/her spouse, if any, as per the current Dental Plan. In the event of the death of the retiree, his/her surviving spouse shall receive continuing dental coverage for three (3) six (6) months after the death of said retiree. Thereafter, the surviving spouse shall be permitted to elect, in writing, to continue said dental benefit and pay for the premium cost thereof to the Town as determined by the Comptroller. Department of Human Resources.

6-1.3 - Disability Insurance

The Town shall maintain a New York State Disability Insurance Plan for its permanent full-time employees, provided all subscribers continue to contribute to the cost thereof, as provided by law and submit a New York State Disability (Form DB-450) to the Department of Human Resources prior to or upon onset of said Disability.

6-1.3.0 - Special provisions

Effective February 9, 1977, it is agreed that:

- 6-1.3.1 Each employee will receive his/her full salary while on disability by utilizing the sick days which he/she actually accrued prior to the date upon which he/she goes on disability. The employee, for this period, will assign his right to disability checks to the Town of Oyster Bay. Anything to the contrary notwithstanding, an employee shall be allowed to carry into the next year any vacation which could not have been used by virtue of this paragraph.
- 6-1.3.2 When the employee returns to work, he/she will be reimbursed in sick time on a pro-rata basis, for the sick days he/she actually used. The pro-rata basis will be computed on a ratio of disability money over the gross regular salary of the employee.
- 6-1.3.3 When the employee is disabled for a period longer than the sick days which he/she has accrued, he will receive his disability check. However, at his/her option, the employee may choose to utilize his/her vacation and/or personal days, and or TOB or FLSA Comp time while he/she is recovering and he/she will continue to receive his/her disability checks.
- 6-1.3.4 When the employee has used all his/her sick days, vacation days, and personal days and is still unable to return to work, he/she shall receive his/her disability check. In addition, such employees shall-may be eligible to receive Sick Leave at Half Pay not to exceed in total a period equal to two pay periods for each completed year of service. Such employee's eligibility for Sick Leave at Half Pay shall be determined by the Labor-Management Review Board which shall be composed of three members of Management appointed by the Supervisor and two members of Labor appointed by the Local President of the CSEA. A Management member of the Labor – Management Review Board must recuse him/herself from the decision to grant Sick Leave Half Pay if the employee requesting Sick Leave Half Pay works in his/her Department. One Management member of the Board shall act as chairperson of the Board and vote only under the following circumstances: to resolve a tie decision; to vote in place of a recusing Management member. Said Review Board shall have no further authority than to consider, and where indicated, to grant Sick Leave at Half Pay. Such Review Board in determining if an employee is entitled to Sick Leave at Half Pay, shall in

addition to the foregoing, consider the following criteria which are essential to any grant of the subject benefit; number of years that the employee has served the Town; nature of the employee's service and job responsibilities; recommendation of his Department Head; his/her record of attendance; his record of discipline; nature of injury. In no case shall the combined income of Disability Compensation benefit and the employee's Sick Leave at Half Pay exceed his/her normal salary; the Comptroller shall reduce such Sick Leave at Half Pay in accordance with this limitation whenever necessary.

6-1.4 - Workers' Compensation Insurance Has this been reviewed by HR?

The Town shall pay for and maintain prevailing Workers' Compensation Insurance coverage for all of its employees.

6-1.4.0 - Special Provisions:

Effective January 1, 2006 it is agreed that:

- 6-1.4.1 Each employee may receive his/her full salary while on Worker's Compensation by selecting, in order of preference, to utilize the sick days, vacation days, personal days and compensatory time which the employee actually accrued prior to the date on which he/she sustained the injury. For this period, the employee will assign to the Town of Oyster Bay his/her rights to Worker's Compensation indemnity benefits but not other insurance benefits. It is understood that under no circumstances can an employee collect both State disability insurance benefits and Worker's Compensation benefits for the same time. Anything to the contrary notwithstanding, an employee shall be allowed to carry into the next year any vacation which could not have been used by virtue of this paragraph.
- 6-1.4.2 When a Worker's Compensation award is made, the employee will be reimbursed proportionally for any accrued leave entitlements s/he actually used on a pro-rata basis. This pro-rata basis will be computed by utilizing a ratio of the Worker's Compensation money or weekly indemnity benefits over the gross regular salary of the employee.
- 6-1.4.3 When the employee is disabled for a period longer than the sick days, vacation days, personal days, and compensatory time which s/he has accrued, or in instances where the employee has chosen not to utilize these accrued entitlements during the time the employee is covered by Worker's Compensation benefits, the employee will receive no salary from the Town but will receive s/he Worker's Compensation check or weekly indemnity benefits.
- 6-1.4.4 When the employee has exhausted all her/his sick days, vacation days, personal days, and compensatory time and is still unable to return to work, s/he shall receive her/his Worker's Compensation check. In addition, all such employees shall be eligible to receive Sick Leave at Half Pay not to exceed in total a period equal to two pay periods for each completed year of service. Such employee's eligibility for Sick Leave at Half Pay shall be

determined by the Labor Management Review Board as indicated in 6-1.3.4 above. In no case shall the combined income of Workers Compensation benefits and the employee's Sick Leave at Half Pay exceed his normal salary; the Comptroller shall reduce such Sick Leave at Half Pay in accordance with this limitation whenever necessary.

6-1.5 - Optical Plan

The Town shall provide and assume the full cost of a family optical plan for its employees. Such optical plan shall be the CSEA Employee Benefit Fund Platinum 12 plan or its equivalent. The Town reserves the right to change plans and/or providers provided the benefits are substantially equivalent.

The Town agrees to provide, at Town expense, this Optical Benefit (plan) to its retirees who retire on or subsequent to January 1, 2006.

6-2.0 Retirement

The Town agrees to provide the following Career Retirement Plan for its eligible officers and employees in compliance with the designated provisions of the Retirement and Social Security Law of the State of New York.

- 6-2.0.1 An improved plan pursuant to Section 75 (1) of said law.
- 6-2.0.2 An allowance toward service credit for unused sick leave pursuant to Section 41 (j) of said law;
- 6-2.0.3 The privilege afforded by Section 41 (k), relating to credit for certain World War II service; by section 43 (g) relating to transfers of members between retirement systems; and by subdivision 4 of Section 243 of the Military Law of the State of New York relating to an election by a public employee to contribute to the prevailing retirement system while on military duty.
- 6-2.1 In the event that the New York State Legislature permits municipalities to participate in a twenty (20) year retirement plan, regardless of age, the Town agrees to join such State plan for and on behalf of its employees eligible thereto on the date of the law's effective date without cost or contribution from said employees who are members of the retirement system as of February 9, 1977.
- 6-2.2 Whenever an employee intends to retire, he shall notify his Department Head no less than thirty (30) days prior to the proposed date of retirement.

If such employee is sick for more than three days during the period between notification to the Department Head and the proposed date of retirement, he shall produce written proof of illness, satisfactory to his Department Head, and shall be subject to examination by a physician designated by the Town at the expense of the Town.

6-2.3 - All permanent employees are now required to join the New York State Retirement System.

Voluntary retirement can be granted after age fifty-five (55).

ARTICLE VII - LEAVES

The following leaves or excused absences are provided for all Town employees except elected officials, members of, and counsel to, the Zoning Board of Appeals, members of Boards or Commissions, seasonal employees, and all officers and employees of the Town who are on leaves of absence.

7-1.0 - Leaves with Pay

- Vacations

7-1.1.1 - All permanent, full-time employees shall be entitled to annual vacation time in accordance with the following schedule. During the first year of employment, employees shall earn a total of eight and one-half (8.5) vacation days. Such vacation time shall be earned on a prorated basis from the first day of Town employment.

Thereafter, every January 1, the employee shall receive the vacation allowance in accordance with the following schedule:

At the completion of:	Entitlement
6 months of employment	4.60 days
For the period of 6 months to 1 year of employment	.65 days credited after every two bi-weekly pay periods
2 years of employment	One (1) day for every completed month from 1st Anniversary to December 31.
3 years of employment 4 years of employment 5 years of employment 6 years of employment 7 years of employment 8 years of employment 9 years of employment 10 years of employment 11 years of employment 12 years of employment 13 years of employment 14 years of employment 15 years of employment	14 days 16 days 16 days 17 days 17 days 18 days 18 days 20 days 21 days 21 days 21 days 21 days 21 days

- 7-1.1.2. For those employees whose service has been interrupted during any year, the vacation entitlement shall be prorated accordingly.
- 7-1.1.3 Except as herein otherwise provided, all qualified employees who have served continuously for a year or more as of January 1st will have earned their vacation for that year. However, upon termination for cause, no vacation time

entitlement shall be granted or paid. It is the understanding of the parties, that all vacation time for all employees shall be credited to them as of January 1st of each year for that particular year, provided they have been employed for a year or more prior to that January 1st.

7-1.1.4 -All vacation shall be taken within the calendar year except as provided in Section 7-1.1.5 below.

7-1.1.5 - Carry Over

The scheduling of vacation, or the continuity thereof, shall be subject to the approval of the Department Head. For all permanent, full-time employees the amount of vacation time earned, but unused in one year, may be carried over and added to the vacation entitlement for the next succeeding year, provided, however, that the sum of such carry-over and such vacation entitlement of the year into which the carry-over is brought forward shall not exceed sixty (60) days.

7-1.1.6 - Upon the commencement of each calendar year, the payroll account of each permanent full-time employee shall be credited to reflect all authorized accumulated vacation carried forward from year to year as provided in 7-1.1.5 above.

All other terms and conditions of Article 7 shall remain in full force and effect except as herein provided.

7-1.1.7 - Upon the death in service or upon termination of service for any reason, other than cause, in the case of any officer or employee covered hereby, such officer or employee, or his or her legal representative shall be entitled to cash payment of the monetary value of his or her unused vacation accumulated and carried over into the calendar year in which termination occurs.

In addition thereto, upon the death in service, or upon termination of service for any reason, other than cause, in the case of any officer or employee covered hereby, such officer or employee, or his or her legal representative shall be entitled to cash payment of the said employee's vacation entitlement in the year of such termination. provided, however, that such payment shall be made on a pro-rata basis that every completed month of service prior to the next anniversary date of said employee, as the case may be, bears the promulgated schedule of vacation entitlement.

It is understood that no vacation entitlement shall be paid upon termination for cause.

7 1.1.8 Full time permanent employees regularly performing Beach Division functions shall be authorized one week vacation, in accordance with section 71.0 supra, during the summer months and scheduled by the Division Head, based upon seniority whenever possible.

7-1.2 - Sick Leave

Each eligible employee shall be entitled to the following sick leave benefits: 7-1.2.1 - One (1) day of sick leave for each completed two calendar bi-weekly pay periods, or at a rate of thirteen (13) days per annum until the maximum is reached. Sick Leave credit may

be accumulated up to a maximum of two hundred forty (240) days.

7-1.2.1.1 - Excess Sick Leave Accrual

Notwithstanding the foregoing two hundred forty (240) day sick leave limitation, an employee may continue to accumulate sick days in excess of the said maximum accumulation with such days to be utilized only in the instance where such employee has sustained a catastrophic illness or injury and who has used all vacation time, sick leave, personal leave and any compensatory time standing to his/her credit and has no regular leave entitlement available. In such instance, such employee shall be able to utilize such excess leave as a consequence of such catastrophic illness or injury and such illness or injury shall be certified to by a doctor. In no event, however, shall leave accrued beyond the two hundred forty (240) sick day maximum accrual be utilized in any computation for termination pay purposes as the same is provided in Section 7-1.2.3 et al, of this agreement.

7-1.2.1.2 - Voluntary Sick Leave Transfer
There shall be established a procedure for voluntary transfer of sick leave from one employee to another in cases of dire and catastrophic personal or family (defined as spouse, parent, or child) illness. Eligibility for said transfer shall be determined by the Labor-Management Review Board. Said procedure shall be established by the Labor-Management Review Board, as constituted pursuant to 6-1.3.4 above, and shall be subject to approval by the Association and the Town Board. Policy Position attached hereto as Addendum D.

- 7-1.2.2 One-half pay supplemental sick leave may be granted pursuant to the applicable provisions of Sections 6-1.3.4 or 6-1.4.4 herein. The total of said supplemental period shall not exceed, however, two pay periods for each heretofore or hereafter completed year of service.
- 7-1.2.3 Upon an employee's death, during full-time employment, the employee's beneficiary or estate shall be paid one hundred (100%) percent of any unused accumulated sick leave; upon retirement under the New York State Employees Retirement System, or upon voluntary separation from service not involving disciplinary action, an employee shall be paid in accordance with the said following schedule:
 - 7-1.2.3.1 Fifty (50%) per centum of said employee's accumulated unused sick leave for those employed up to ten (10) years;
 - 7-1.2.3.2 Sixty (60%) per centum of said employee's accumulated unused sick leave for those employed from ten (10) years to twenty-five (25);

- 7-1.2.3.3 Eighty (80%) per centum of said employee's accumulated unused sick leave for those employed from twenty-five (25) to thirty (30) years;
- 7-1.2.3.4 One hundred (100%) per centum of said employee's accumulated unused sick leave for those employed thirty (30) years or more.
- 7-1.2.4 The authority contained herein for cash payment of unused sick leave shall not extend to any sick leave which is applicable to and credited toward credits as provided for in Section 41 (j) of the Retirement and Social Security Law of New York State.
- 7-1.2.5 Except as otherwise provided in Section 7-1.2.3 above, there is no provision for any payment to be paid to an employee upon separation or termination of service for unused sick leave. Sick leave is to be used for the personal sickness of the employee, or to care for an ill parent, spouse or child only.

7-1.2.6 - Proof of Illness

- (a) Submission Proof-applicable to all employees Before absence for personal illness, or for the care of an ill parent, spouse or child, may be charged against accumulated sick leave credits, the Department Head may require the employee, or appropriate individual, to be examined at the expense of the Town by a physician designated by the Town Board in which case employees who are not Task Completion Personnel shall not be charged for the time spent at said examination. Whenever an employee is absent from work for three (3) consecutive days and has been granted sick leave for said days, or whenever an employee is absent on the first work day before or the first work day after a holiday, said employee may be required at the discretion of the department head, to produce the appropriate applicable proof of illness at the employee's own expense.
- (b) Additional Requirements applicable to Sanitation/Recycling Division employees—In the event that an employee of the Sanitation/Recycling Division of the Department of Public Works takes sick leave on any day, said employee shall be required to produce proof of the appropriate applicable illness at said employee's expense. However, a Review Board consisting of four members (two members from the Sanitation Division and two members from the Recycling Division), two of which are to be designated by the Commissioner of Public Works, shall review each day's list of employees taking sick leave and shall have the power to grant exception to the requirement of proof of illness. In the event an employee is granted a waiver by the Review Board, said employee shall be notified as soon as possible of said waiver. In the event that members of the Review Board cannot agree among themselves as to the granting of a waiver, they shall submit the issue to the Commissioner of Public Works, or his designee, for a final determination binding all. Notwithstanding the foregoing, each department shall follow the guidelines for proof of illness of each department's Work Rules, as agreed upon by the Association and the Town.
 - (c) Failure to Submit Sufficient Proof of Illness In the event of failure to submit the appropriate applicable proof of illness upon request, or in the event that upon such proof as is submitted or on the report of medical examination the Department Head finds that there is no satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his duties, such absence

shall be considered as unauthorized leave and shall not be charged against accumulated leave credits and shall be deemed an absence without pay.

- (d) Abuse of Sick Leave Abuse of sick leave privileges shall be cause for disciplinary action.
- 7-1.2.7 In the event of the employee's personal illness requiring time off in excess of accumulated sick leave with full pay, and sick leave at half pay as hereinabove provided, an employee may be granted sick leave without pay by the Department Head for a period not to exceed six (6) months upon written request. The employee's return to work shall be predicated upon the employee's physician's statement attesting to said employee's fitness to return to duty.
- 7-1.2.8 In the event that the employee's physician advises a return to limited employment, the specific nature and basis for said limitations must be clearly delineated. The Department Head shall thereupon determine, at his sole discretion, whether said limitations of employment are compatible with present position and duties. If his decision is in the negative, he may request, wherever possible, the employee's transfer to assignments compatible with his present position and duties as are consistent with expressed limitations.

Additionally, the employee may be transferred to a lesser job position, and duties with pay or grade applicable to the new position if such job position is available. It is further understood that the Department Head may require further additional qualifying tests or examinations of the employee prior to or during an employee's return to work in any capacity.

7-1.2.9 - Four Hour Annual Excused Leave

All full-time employees shall be entitled to a sufficient period of time, not to exceed four (4) hours, taken in one work day, on an annual basis, to undertake a screening for Prostate Cancer or Breast Cancer.

Proof of screening may be requested by the Department Head or his/her designee upon your return to work.

7-1.2.10 - On-Site Wellness Services

All full time employees shall be permitted to schedule a wellness exam during their work day when on-site wellness services are offered.

7-1.3. - Personal Leave

During each year of this agreement, all eligible town employees shall be entitled to five (5) personal leave days per year without loss of pay upon the following conditions:7-1.3.1 - A demonstrated personal need or to observe a religious obligation.

- 7-1.3.2 Subject to prior approval of the Department Head or his designee except in emergency where it is impracticable to obtain prior approval, in which case notice shall be given as soon as possible.
- 7-1.3.3 Entitlement to personal leave days shall commence after the first six (6) months of employment.
- 7-1.3.4 (a) In addition to such other leave as may be provided herein or as may be otherwise provided, any town officer or employee who is a duly authorized voting delegate, a chief or other representative of a volunteer firemen's association, or a veteran's organization duly permitted by law, who for good cause shown by said association or organization, has business to conduct at an annual convention, may be granted authorized leave to attend

annual conventions.

7-1.3.4 (b) - "In addition to such other leave as may be provided herein, or as may be otherwise provided, any Town employee serving in the capacity of a volunteer fireman or an auxiliary police officer, responding to a fire emergency or police emergency during hours when not on duty for the Town, and thereafter, due solely and as a direct result of responding to such fire or police emergency, is unable due to fatigue and exhaustion, to return to his Town position and satisfactorily perform his duties as such Town employee, no charge shall be made for an absence resulting therefrom, providing the following procedure is adhered to:

(1) The Chief of the Fire Company or his designee or a representative of the Police Department, or representative of the Metropolitan Transit Authority, whichever is applicable, shall send a letter to the employee's Department Head, explaining the circumstances surrounding the attendance of the employee at the fire or police emergency, which would dictate the necessity of said employee's absence from work with the Town, due to extreme fatigue and/or exhaustion."

7-1.3.4 (c) - The Department Head may verify any leave taken pursuant to Sections 7-1.3.4 (a) and (b) by forwarding a request to the Department of Human Resources, who shall seek confirmation from the Committee appointed by the Chairman of the Town of Oyster Bay Fire Advisory Board. Any such information received from the Committee shall be forwarded directly by the Committee to the requesting Department Head, who shall make a final determination.

In addition to such other leave as may be provided herein or as may be otherwise provided, any and all elected officers of the Association and any authorized voting delegates shall be granted authorized leaves to attend annual conventions without loss of pay. Written notice requesting the leave pursuant to this section shall be made to the Town Supervisor at least two weeks in advance. The Local 881 President shall make written notification of the names of those requesting to attend the convention pursuant to this section to the Town Supervisor, the Department of Human Resources and each attendee's Department Head. Such written notice shall be made at least two weeks in advance and shall state the exact length of the leave and the return to work date.

7-1.3.5 - Any unused personal leave days remaining at the end of the calendar year shall be transferred to said employee's sick leave.

7-1.3.6 - Jury Duty

Any employee receiving notice to appear for jury duty shall advise his department or division head immediately. If service is rendered, said employee's salary shall continue without charge against leave time throughout the employee's absence for said purpose, provided proof thereof be submitted upon his return. Said employee

shall remit to the Town any compensation, exclusive of payments for mileage or meals, received by the employee for jury service within Nassau County.

Compensation for jury service outside Nassau County shall be retained by the employee.

7-1.3.7 - Official Board Appearance

Upon submission of written notification, the Department Head shall grant an employee leave with pay for appearances required before Town Grievance Committees or official hearings before the Civil Service Commission, the Workers' Compensation Board, Disciplinary Proceedings or Public Employee's Relations Board. Such leave shall not include preparatory time.

7-1.3.8 - Reserve Military Duty

An employee duly required to perform ordered military duty, pursuant to section 242 of the Military Law of the State of New York, for a period not to exceed 30 days in any calendar year, shall receive full pay and benefits. For ordered military duty in excess of 30 calendar days, said employee will not receive pay or other benefits, but may elect in writing, to continue said benefits and to pay for the premium costs thereof. Said employee will, upon receipt of such military orders, forthwith provide a copy thereof to his Department Head who will forward same to the Comptroller and Human Resources.

7-1.3.9 - Highway Division

In the Highway Division of the Department of Public Works, an employee may be granted a one-half (1/2) personal day upon three (3) days written notice to the Superintendent of Highways of his desire to take said time.

7-1.4. - Holidays

All permanent, full-time employees except those on leave of absence without pay and task completion personnel as described in 7-1.4.5 herein and those absent without authorization on the work day immediately prior to or subsequent to the holiday in question, and those on sick leave at one half pay, shall be entitled to leave with pay for the following designated holidays and conditions: task completion personnel as described in 7-1.4.5, shall be entitled to leave with pay for the following designated holidays:

New Year's Day
Dr. Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Afternoon of day before Christmas Day
Christmas Day
Afternoon of day before New Year's Day

In the event Christmas Day or New Year's Day occurs on a Sunday, or a Monday, the Day before such days shall be construed as the last workday preceding said holidays. In the event that a holiday falls on a Saturday, the preceding Friday will be the designated holiday. In the event that a holiday falls on a Sunday, the following Monday will be the designated holiday. Language for departments that are 24/7 operation?

7-1.4.1 – Holiday Entitlement Those with leave of absence without pay or sick leave at half pay are not entitled to be paid for the holiday. Those absent without authorization for any portion of the work day immediately prior to or subsequent to the holiday in question are not entitled to be paid for the holiday. Lincoln's Birthday and the day after Thanksgiving for all but Sanitation/Sort.

- 7-1.4.2 In the event that the services of employees are required during said holidays, such employee shall be granted applicable overtime pay or compensatory time off computed at the rate of time-and-one-half thereof.
- 7-1.4.3 In the event that such holiday occurs on a Saturday, and employees are requested to work thereon, the applicable compensatory time, computed at the rate of time and one half, shall be taken on the days and times selected by the Department Head either within ninety (90) days following such holiday or on the Friday immediately preceding said holiday
- 7-1.4.4 In the event that an employee not regularly scheduled for employment on paid holidays, is required to work thereon because of an emergency declared by Department Head, said employee shall receive time-and-one-half pay for time worked that day in addition to a day's pay for the holiday.
- 7-1.4.5 Task Completion Personnel of the Division of Sanitation/Recycling Collection Services:

Shall receive a total of fifteen (15) hours straight time for a normal day's work on the following holidays: Lincoln's Birthday, Washington's Birthday, Columbus Day, General Election Day.

a. those who work on Christmas Eve or New Year's Eve shalt receive a total of fifteen (15) hours straight pay for a normal day's work.

b. designated holidays for task completion personnel participating in the program shall be:

New Year's Day
Dr. Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

When a foregoing designated holiday falls on a Monday or Tuesday, task completion personnel will work on Wednesday of that week, and when such designated holiday falls on Thursday or Friday, such personnel will work on Saturday of that week. When a foregoing designated holiday falls on a Wednesday, task completion personnel shall be granted a compensatory day off. When such personnel work on Wednesday or Saturday, as the case may be, they will be paid fifteen (15) hours straight time pay for that day's work.

Any failure to work on Wednesday or Saturday in the week in which one of the seven designated holidays pursuant to 7-1.4.5(c) occurs shall cause the absent worker on leave without pay to lose the holiday as a paid day.

7-1.5 - Bereavement Leave

Each permanent, full-time employee shall be entitled to receive up to three (3) days leave of absence for the purpose of bereavement, without the loss of pay in the event of the death of a member of said employee's immediate family.

It is understood that a member of the immediate family shall be deemed to be an employee's spouse, children, mother, father, brother, sister, grandparents, stepparents, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandchild, aunt or uncle (sibling of mother or father).

7-1.6 - Compensatory Time Off

Except as otherwise provided in this agreement, the granting, selection and allowance of compensatory time off shall be subject to the approval of the employee's Department Head.

Upon the death, disability retirement, lay off, and/or separation due to the disability of an employee who has worked for the Town of Oyster Bay for five years or more, while on Town payroll, there shall be a cash payment to said employee, calculated at the current rate of pay for said employee or to the estate of the deceased employee, as the case may be, for 100% of the unused compensatory time said employee had accumulated.

7-1.7 - Benefits Earned on Leave

An employee on authorized leave with full pay shall continue to earn vacation and sick leave benefits provided herein.

7-1.8 - Benefits for Sanitation Division Task Completion, Recycling Bureau, Lighting Bureau and Bay Constables Division and Sign Stripping Crew Personnel. Each workday will be considered to be 1 1/4 days long for purposes of Sick Days, Vacation Days, and Personal days and will be so charged to the Leave With Pay account maintained by the Comptroller. Bereavement Days will continue without change and be charged at the current rate.

7-2.0 - Leaves Without Pay

Leaves of absence without pay for a period not to exceed six (6) months at a time may be granted by the Department Head pursuant to Nassau County Civil Service Rules and Regulations. Such leaves may be granted for reasons other than medical and should be requested whenever possible one (1) month in advance.

7-2.1 - During authorized sick leaves without pay, however, subject to the approval of the Department Head, the Town may continue payment for dental and health insurance premiums for said employee. If the Town elects not to continue said premium payments, the Town shall notify said employee thereof who may elect to pay full cost of said premiums.

7-2.2 (a) - For the health and welfare of the employee, a leave of absence for maternity reasons shall be granted in accordance with the applicable laws governing same.

7-2.2 (b) - Child Care Leave/Family Care Leave
Child Care Leave shall be provided for employees for parenthood.
Leave, including any accrued leave entitlements utilized, must
commence within sixty (60) calendar days of the birth of a child,
parented by the employee, or sixty (60) calendar days of the adoption
by an employee of a child less than five (5) years of age.

Effective 7/1/92, Family Care Leave shall be provided to employees for the illness of a child, parent or spouse which requires care by another. Such illness must be at least one (1) week in duration. Proof of the illness may be requested by the Town and in such instances medical certification will be provided at the employee's expense.

Such leaves shall extend up to six (6) calendar months inclusive of the use of accrued leave entitlements.

7-2.2(b).1 No more than one marital spouse may be on Child Care Leave or Family Care Leave at any one time.

7-2.2(b).2 No employee shall be eligible for Child Care Leave or Family Care Leave until after the completion of one (1) full year of actual completed service or within two (2) calendar years after return from such Leave.

7-2.3 A leave may be granted for non-controverted workers' compensation cases. Such leaves may be extended for a period not to exceed two (2) years.

7-2.4 - Military Leave

An employee ordered to perform Active Duty in the Armed Forces of the United States shall be granted military leave without pay, pursuant to Section 243 of the Military Law of the State of New York.

ARTICLE VIII - CONDITIONS OF EMPLOYMENT

Unless otherwise provided for herein during the term of this agreement, the conditions of employment for all employees covered hereunder shall be:

- 8-1.0 An employee, during the course of his/her employment, shall perform the assigned and related duties and functions of his/her position faithfully and diligently. Performance of any other undertaking, whether personal or otherwise, shall be pursued only with the approval of the employee's immediate supervisor.
- 8-2.0 An employee shall give to his/her immediate supervisor under the circumstances prompt notice of any contemplated or emergency absence from employment for any cause whatsoever. Failure to comply will be cause for dismissal or suspension of any and all employee benefits as per Department Work Rules.

8-3.0 Any lateness in reporting for work on scheduled times and days will be subject to the special policies, procedures and practices established by each department or Department Head having jurisdiction thereof.

8-4.0 - The Town will maintain the current system of distributing one pair of work shoes and gloves per year to designated employees. However, CSEA can provide the Town with specifications for shoes within the same cost range. For safety reasons, the Town shall have final approval of all shoes so suggested by CSEA. Employees who receive uniforms and other protective clothing shall be held personally responsible for the accountability of any items issued to them.

8-5.0 - Pre Employment

8-5.1 - Age Requirements

The minimum working age of permanent, full time employees is 17. In the Division of Sanitary Services, no person shall be hired as a Sanitation worker or Laborer to be assigned to a garbage truck who is under the age of 18.

8-5.2 - Medical Examination

Pre-Employment physical examinations are required of all permanent, full-time employees. Upon the recommendation of the department or division head, additional examinations may be required of an employee by our examiners.

Each employee must submit to such an examination when required to do so.

8-5.3 - No Town vehicle will be operated unless the driver has a valid New York State Motor Vehicle License. All drivers of motor vehicles shall be required to make available their driver's license to their immediate supervisors at three (3) month intervals. In an instance where a license has been revoked, suspended or permitted to expire, the holder of such license must report the same to his/her supervisor. Failure to report same shall subject the violator to disciplinary action which may result in suspension or removal.

8-6.0 - Vacancies

The declaration and filling of vacancies or positions shall be determined by the Department Heads subject to certification of funds thereof by the Comptroller and subject to applicable laws, rules and regulations thereon.

The Director of Personnel will provide each department with a list of titles in existence in the said department with the applicable job classifications. This information will be maintained in the office of the department or division head, and shall be available for all employees upon request.

8-6.1 - Promotional

Whenever promotional vacancies occur in the non-competitive and labor classes, insofar as may be practicable, such vacancies shall not be filled for a reasonable period to allow qualified employees the opportunity to apply for the promotional vacancy after the posting of such vacancy by the respective department or division head. Every employee desiring to apply for promotional vacancies shall fill out an

application form setting forth his/her background, education, experience and qualifications, which shall be submitted to the department or division head. The respective department head will then make his determination with regard to the candidate on the application form and submit the same to the Director of Personnel for review pursuant to Civil Service requirements.

Insofar as practicable, with regard to promotions and transfers in the non-competitive and labor classes, the following factors shall be given consideration, with seniority as the first priority: suitable ability to the requirements to the new positions, experience and training, dependability, job performance. taken into consideration: qualifications, seniority, dependability, job performance, ability, education, experience and training, and suitable ability to the requirements to the new positions, each on the basis of their

relevant merit. Department Heads must keep seniority lists which shall be made available to representatives of the Association on request. The aformentioned shall not be construed as superseding or amending Civil Service Law, nor the Rules, Regulations or Determinations of the appropriate Civil Service Commission.

8-6.2 - Transfers or Reassignments

If an employee desires to transfer to another department within the same title, he/she may submit a request to his Department or Division Head in writing, including documentation for such request. Such transfers can only be accomplished upon the approval of the two Department Heads concerned, the Association, and the Town Supervisor. A Department Head may, after notification to the employee involved, request that an employee be transferred, within the same title, to another department or division; such transfer shall become effective upon approval of both Department Heads, the Association, and the Town Supervisor.

Occasionally an employee may be requested to work out of title, either on emergency basis or for purposes of observing and evaluating the said employee for promotion. In such situations there shall be no additional remuneration. No employee should work out of title for more than six (6) months without said employee being placed in the proper title, provided the said employee qualifies in all respects with Civil Service requirements.

8-7.0 - Conduct

All employees are to conduct themselves at all times in a proper and respectable manner, regardless of where they may be employed, be it in an office or in the field. Their personal appearance is to be neat and clean, their language should be devoid of abusive or foul language, and at no time should an employee imbibe alcoholic beverages while on assigned duties. The unauthorized use of narcotics is prohibited. Apparel worn must be appropriate for the work to be performed. Whenever protective clothing or equipment is issued, it must be worn or used.

Insubordination is subject to disciplinary proceedings by the Department Head in accordance with present practice.

8-8.0 - Work Rules

The organization, formulation, interpretation, review, recommendation and implementation of all work rules shall rest entirely within the sole discretion and determination of the Town and the Association. and the through its department heads and the function of review and recommendations by special ad hoc committees thereon hereinabove referred to as advisory and shall not in any

way be construed to vest any right or authority therein in the decision making process, origination, formulation, interpretation or in the implementation of work rules, It is the acknowledged intent of any work rules not to retract or alter any rights specifically granted under this agreement or to change policy rules or regulations which are currently set forth. Nothing contained in these work rules is intended to amend, change or revise policy rules or regulations which are hereintofore set forth, or which are currently set forth.

ARTICLE IX - GENERAL PROVISIONS

9-1.0 - No Strike Provisions

The Association reaffirms that neither it nor its members shall engage in a strike or any other form of work stoppage or slowdown, nor shall it cause, instigate, encourage or condone any such strike, work stoppage or slowdown, and agrees to be subject to the provisions of Section 210 of the Civil Service Law of the State of New York.

9-2, 0 - No Discrimination

There shall be no discrimination with regard to hiring, job tenure, or promotion because of activities of employees on behalf of the Association.

9-3.0 - Legislative Action

If any provision of this agreement requires legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, it shall not become effective until the appropriate legislative body has given approval.

9-4.0 - Grievances

Pursuant to Article 16 of the General Municipal Law of the State of New York, the parties agree to pursue grievance procedure herein annexed and designated Addendum "A".

9-5.0 - Distribution of Printed Agreement

The Association shall prepare and distribute copies of this agreement to the employees it represents and shall make copies available to the Town. The Town shall pay one-half (1/2) the cost of the printing of the copies of this agreement.

9-6.0 - Implementation

The provisions of this agreement shall be expressly limited to the terms and conditions of employment set forth in this agreement and shall not be construed to restrain or limit the employer in the full and absolute management of its affairs, except as otherwise provided herein.

9-7.0 - Job Protection

In the event of lay-off or curtailment of activities, and positions in the noncompetitive or labor classes are abolished, suspension or demotion among the incumbents employees holding the same or similar positions shall be made in the inverse order of original appointment. provided, However, that the date of original appointment of any such incumbent who was transferred to the Town from another governmental jurisdiction upon the transfer of functions shall be the date of original appointment

on a permanent basis in the non-competitive or labor class in the service of the governmental jurisdiction from which such transfer was made.

Upon the abolition of positions in the non-competitive or labor class, incumbents employees holding the same or similar positions who have not completed their probationary service shall be suspended or demoted, as the case may be, before any permanent incumbents, employees. And Among such probationary employees suspension or demotion shall be made in the inverse order of date of probationary appointment in the noncompetitive or labor class in the service of the Town.

The original appointment of an incumbent employee shall mean the date of his/her first appointment on permanent basis in the non-competitive or labor class followed by continuous service in the non-competitive or labor class on a permanent basis up to the time of abolition of positions.

An employee who has resigned and who has been reinstated or re-appointed in the service of the Town within one year thereafter shall be deemed to have continuous service for the purpose of determining vacation and retirement entitlements.

Upon the abolition of positions titles in the Town, suspension or demotion shall be made from among employees holding the same or similar positions titles in the entire department or agency within which such abolition of position title occurs.

9-7.1: Job Protection for Promoted Employees

- 6. Article IX, Section 9-7.1.1 shall be added to the CBA, and shall read as follows:
 - "The Town shall not layoff any member of the bargaining unit during the life of this Agreement for any reason, including economic and budgetary stringency."
- 7. This Memorandum of Understanding represents the parties' entire agreement with regard to the subject matter of this Memorandum. There are no other agreements, oral or otherwise. This Memorandum, including this paragraph, may only be modified or superseded by a subsequent written document executed by the parties.
- 8. This Memorandum of Understanding is subject to ratification on behalf of the Association by a majority of the members voting on same, and on behalf of the Town by resolution adopted by the Town Board.

9-7.2 - Health and Dental Insurance on Lay-Off

So long as it is permissible, full time permanent employees with at least three (3) consecutive completed years of service with the Town, who are laid off, shall be entitled to receive Health and Dental insurance, at Town expense, for a period of one (1) year from such employees' termination of employment with the Town.

9-8.0 - Amendments

This agreement shall not be altered, modified, or changed, except by mutual consent of the parties hereto in writing.

9-9.0 Productivity

The Town and the Association shall participate in a comprehensive bilateral program to increase productivity provided, however, that none of the rights granted to the parties herein shall be deemed impaired by this provision.

9-10.0 - Separability

Should any provision of this agreement be found in violation of any law or ordinance by a court of competent jurisdiction or by an administrative agency having jurisdiction or by an administrative agency having jurisdiction over this agreement or should any portion of the foregoing be found contrary to law or illegal in any way, then such portion shall not affect the validity of the remaining provisions of this agreement, which remaining provisions shall remain in full force and effect for the duration of this agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have executed this agreement the day and year first above written.

By: Hon. John Venditto, Supervisor

By: Leonard Genova, Chief Negotiator

TOWN OF OYSTER BAY, LOCAL 881, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., AFSCMEIAFL-CIO

By: Robert Rauff,

President

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-C10

By: Rico Predonzali, Labor Relations Specialist

ADDENDUM A

GRIEVANCE PROCEDURE

INTRODUCTION

- 1-0 It is a fundamental responsibility of supervisors or those in charge, at all levels, to consider, and commensurate with the authority delegated by the head of their Town department, board, agency, commission or Special District to take appropriate action promptly and fairly upon the grievances of their subordinates. To this end, appropriate authority shall be delegated to supervisors and those in charge of the various employees by heads of Town departments, agencies, commissions and Special Districts.
- 1-0.1 The informal resolution of differences prior to initiation of action under the formal grievance procedure is encouraged, and the heads of departments, boards, agencies, commissions or Special Districts of the Town Government, or their designated representatives, shall make themselves available at appropriate times for the purpose of discussing possible informal disposition of grievances as much as possible.

SECTION 1 STANDARDS AND DEFINITIONS

- 1-1 All employees have the right to present their grievances in accordance with the procedure described herein, pursuant to the terms of the Town/CSEA collective bargaining agreement.
- 1-2 Every employee shall have the right to present his or her grievance with or without a Union representative and free from interference, coercion, restraint, discrimination and reprisal.
- 1-3 However, no grievance shall be heard unless the employee has proceeded to Step 1 within forty-five (45) days after the event grieved or within forty-five (45) days after the employee should have known of its occurrence. The Local Union president may initiate a grievance at Step 3 provided it does not merely affect an individual.
- 1-4 Except by mutual consent, failure by the management side, at any step of the procedure provided herein, to communicate a grievance decision within the specified time limits shall permit the employee to proceed to the next step within the appropriate time limit for appeal to that step.
- 1-5 Except by mutual consent, failure by the employee side, at any step of the procedure provided herein, to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of the right to proceed through the grievance procedure.
- 1-6 For the purpose of the procedure provided herein, the following definitions shall apply:

- 1-6.1 "Department" shall mean Department, Board, Agency, Commission or other unit within the Town with employees covered by the Collective Bargaining Agreement,
- 1-6.2 "Department head" shall mean the head of a Department as defined in 1-6.1 above or his or her designated representative.
- 1-6.3 "Grievance" shall include those items involving any claimed violation, inequitable application or misinterpretation of the Town/CSEA collective bargaining agreement, regulations, administrative orders, procedures or work rules of a department; and procedures of the agency thereof but shall not include matters which are reviewable under law or the Rules of the Nassau County Civil Service Commission, or the rules of other Departments, Boards, Agencies, Commissions or Special Districts having the force and effect of law. To expedite Human Rights and Health & Safety matters, these grievance issues shall terminate at Step 3.
 - 1-6.4 "Day" shall mean working day.
- 1-6.5 "Director" shall mean Director of the Division of Labor-Management Relations, Department of Human Resources, or his or her designated representative.
 - 1-6.6 "Grievance Board" shall mean the Grievance Board pursuant to this procedure.
- 1-6.7 "The Supervisor" shall, mean the Town Supervisor of the Town of Oyster Bay or his or her designated representative.

SECTION II PROCEDURE

2-1 "DEPARTMENTAL" PROCEDURE

2-1.1 ---STEP 1-

Employees may orally present their grievance to their immediate supervisor

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ho shall, to the extent necessary or appropriate, consult with and permit the employee to consult with any of his or her higher ranking supervisors in direct line below the level of Department head. The immediate supervisor shall consider the matter and within five (5) days make a determination and advise the employee and the employee's representative of the determination.

2-1.2 -STEP 2-

If the grievance is not satisfactorily resolved at Step 1, employees may present the matter to their Department head within ten (10) days of the decision provided in Step 1, by filing with their Department head a dated written notice stating the specific nature of the grievance, including the specific contract sections, any relevant facts relating to the grievance, the names of all supervisors consulted at Step 1 and the specific relief requested. The employee shall simultaneously submit a copy of this notice and any attached documents to all supervisors consulted at Step 1.

2-1.3 DEPARTMENT HEAD DETERIVINATION

Within ten (10) days of receipt of the Step 2 written notice, the Department head shall issue a written determination resolving the grievance to the employee or employees involved and the president of the CSEA.

2-2 "APPEALS" PROCEDURE

2-2.1 -STEP 3-

If the grievance is not satisfactorily resolved at Step 2, the employee may, within ten (10) days of receipt of the determination of the Department head at Step 2, appeal said determination to the Director of the Division of Labor-Management Relations by filing a written notice of appeal which shall include copies of the employee's Step 2 written notice, and the determination of the Department head at Step 2.

2:2.1.1 The Director shall review the grievance and take appropriate action to investigate and resolve the grievance. Within ten (10) days, the Director shall issue a written determination resolving the grievance to the employee or employees involved with copies to the Department Head and the president of the CSEA.

2-2.2 -STEP 4-

If the grievance is not satisfactorily resolved at Step 3, the employee may, within ten (10) days of receipt of the Step 3 determination, appeal to the Grievance Board by filing a written notice of appeal which shall include copies of the employee's Step 2 written notice and the determinations at Step 2 and Step 3.

2-2.2.1 The Grievance Board shall schedule a hearing, receive testimony, evidence and other data as it deems necessary and proper. Grievance Board hearings shall be scheduled at least monthly, with grievances received sufficiently in advance of any hearing date to be heard on that date. Within ten (10) days after the close of the hearing, the Board shall issue a written statement of the facts and a resolution of the grievance to the employee or employees involved and the Director, with copies to the employee's representative, the Department Head, and the Supervisor.

2-2.3 -STEP 5-

The Supervisor may, within thirty (30) days of receipt of the Grievance Board's Step 4 determination, issue a determination modifying the resolution. Copies of said determination, if any, shall be sent to the employee or employees involved, the employee's representative, the Department head involved, the Director and the Grievance Board. Should the Supervisor not issue a determination pursuant to this section, then the Grievance Board's determination at Step 4 shall be deemed accepted by the Town.

Addendum B Titles

Administrative Assistant to the Town Board Administrative Assistant to the Town Supervisor Assistant to the Commissioner of Public Works for Administration Assistant Town Attorney Chief Research Assistant Commissioner of Community and Youth Services Commissioner of Economic Development Commissioner of Environmental Resources Commissioner of General Services Commissioner of Highway Commissioner of Human Resources Commissioner of Intergovernmental Affairs Commissioner of Parks Commissioner of Planning and Development Commissioner of Public Safety Commissioner of Public Works Secretaries Deputy Commissioner of Community and Youth Services Deputy Commission of Economic Development Deputy Commissioner of Environmental Resources Deputy Commissioner of General Services Deputy Commissioner of Highway Deputy Commissioner of Human Resources Deputy Commissioner of Intergovernmental Affairs Deputy Commissioner of Parks Deputy Commissioner of Planning and Development Deputy Commissioner of Public Safety Deputy Commissioner of Public Works Deputy Receiver of Taxes Deputy Superintendent of Highways Deputy Supervisor
Deputy Town Attorney
Deputy Town Clerk
Deputy Town Comptroller Director of Community Development Director of Community Relations Director of Finance Director of Governmental Research Director of Labor-Management Relations Director of Legislative Affairs Director of Operations Executive Assistant Greenskeeper Inspector. Comptroller's Office Management Representatives on the Labor-Management Review Board Public Information Officer Secretary to the Commissioner of Community and Youth Services Secretary to the Commissioner of Environmental Resources Secretary to the Commissioner of General Services Secretary to the Commissioner of Human Resources Secretary to the Commissioner of Intergovernmental Affairs Secretary to the Commissioner of Parks Secretary to the Commissioner of Planning and Development Secretary to the Commissioner of Public Works Seminary to Councilman Secretary to Deputy Supervisor Secretary to Executive Assistant Secretary to Receiver of Texas Secretary to Supervisor Secretary to Town Attorney Secretary to Town Clerk Secretary to Town Comptroller Secretary to Town Environmental Quality Control Commission Secretary to Zoning Board of Appeals Special Counsel Superintendent of Administration/DPW Superintendent of Beaches Superintendent of Central Vehicle Maintenance Superintendent of Engineering Superintendent of Environmental Control Superintendent of Highways Superintendent of Parks Superintendent of Planning and Executive Secretary of Planning Advisory Board Superintendent of Purchasing Superintendent of Sanitation Collection Superintendent of the Building Division Supervisor of Solid Waste Disposal Facility Operations Town Attorney Town Comptroller

ADDENDUM C

Health Insurance Buyback Program

All eligible employees enrolled under the Town of Oyster Bay's health insurance program may voluntarily participate in the Health Insurance Buyback Program_

Each employee desiring to participate in this program shall obtain an application form and a New York State "Decimation of Health Insurance" form PS-403 from the Town. Said forms shall then be completed and returned to the Department of Human Resources, Division of Employee Benefits and Insurance (Benefits Division). Said application must include a signed and notarized affidavit stating that the employee has insurance coverage other than that provided by the town, and proof of such insurance coverage must be attached. In addition, the employee shall sign a notice stating that the employee has been afforded the opportunity to question and assess any impact of his/her decision to participate in this Buyback Program.

When the employee has complied with the above provisions, the Benefits Division will forward the application along with the required documentation for processing.

The disenrollment period shall start on the first day of the second month after return of the completed transaction form #PS-503.1 to the Department of Human Resources.

In or about February of each year, the parties shall mutually agree upon a Health Insurance Buyback Program dollar amount, payable to the dis-enrolled employee, approximating 50% of the then present costs to the Town of Oyster Bay.

Payments will be made in arrears semiannually on or about June 1st and December lac of each year.

An employee shall be entitled to reenroll in the Town's health insurance program by making application through the Benefits Division in accordance with the rules and regulations of the New York State Government Employees Health Insurance Program (NYSGERIPP). The reenrollment period shall start on the first day of the second month after return of the completed transaction form #PS-503.1 to the Benefits Division.

An employee who reenrolls in the Town's health insurance program after having participated in the buyback program may not participate in the buyback program again for a minimum period of one year.

ADDENDUM D

TOWN OF OYSTER BAY Policy Position

ABSENCE WITH PAY FOR ILLNESS OF EMPLOYEES CHARGED TO "DONATED LEAVE CREDITS"

The transfer of Sick Leave credits to eligible employees, as defined herein, for use for absences in connection with an illness or disability which did not arise in connection with such individual's employment and which may be defined as "catastrophic" (i.e., that from which the individual would not recover m due course without extensive treatment and/or therapy) may be granted with the following stipulations.

Eligibility to receive donated credits:

In order to be eligible to receive donated credits, an employee:

(1) must have completed at least one cumulative year of TOB service as a full-time

employee,

(2) must be absent due to a non-occupational personal illness (or illness of a spouse, child or parent) or disability for which medical documentation satisfactory to this Labor-Management Review Board is submitted;

(3) must have exhausted all leave credits for which he/she is eligible; and,

(4) must expect to be absent for at least two bi-weekly payroll periods following exhaustion of all leave credits.

■ Eligibility to earn accruals:

Employees absent while charging donated leave credits shall not earn vacation and sick leave, shall not be granted personal leave and shall not be eligible to observe holidays. Any absence charged to "Donated Leave Credits" is, and shall remain, a Leave of Absence.

■ Return to work:

The Town of Oyster Bay may require an employee who has been absent to be examined, at the expense of the Town, by a physician designated by the Town, to establish that such employee is able to perform his/her normal duties and that the return to duty will not jeopardize the health and/or safety of other employees.

Donation of credits:

Vacation or Sick Leave credits may be donated by fail-time employees of the Town of Oyster Bay (Local 881 union members, management staff, classified, exempt, and/or Addendum B individuals) to other full-time, eligible employees in the Town of Oyster Bay.

Credits will be taken on an as needed basis by the receiving employee. Credits will be taken in order determined by the date donated.

TOWN OF OYSTER BAY

Sick Leave Donation Program

Name:	
Department:	
Social Security Number:	
Employee Number-	
Department Number:	
1 hereby elect to donate 12 3 sick or vacation days credits	4 5 6 7 8 9 10 day(s) of my earned and accrued to:
(Name)	of(Department/Division)
I understand that these credit days effective as of this date	ts will be deducted from my accrued sick or vacation
I (have) (have not) donated si	ick or vacation days during the calendar year
If you have, please standard number of days previously d	ate name of employee, Division/Department and lonated:
Name: Division/Department: Number of days:	
	Signed:

Donated Leave Credits Page Two

• Limits on donation of credits:

An employee who has a minimum of thirteen (13) Sick or Vacation days to his/her credit may, at his/her option, assign up to five (5) such Sick or Vacation days in a calendar year to an eligible employee who has exhausted all of his/her leave entitlements and sick Leave at Half Pay. An employee who has a minimum of fifty (50) Sick or Vacation days to his/her credit may, at his/her option, assign up to ten (10) such Sick or Vacation days in a calendar year. A donor may only assign leave credits in full-day units to no more than two employees in any one calendar year. Such assigned leave credits will be deducted from the donating employee's leave accruals immediately upon notification to the Town of Oyster Bay.

An employee who is assigned donated leave credits under this Section may not be credited with a total of more than the maximum Leave accumulation allowed in the current Collective Bargaining Agreement.

Prohibited Donations

Employees may not donate Leave credits which would otherwise be forfeited.

Restoration of Leave Credits

Any assigned leave credits not used by an employee prior to his/her first return to duty or upon the employee's separation from service shall be restored to those employees who made the latest donations, based on the date the donating employee completed the donation form. In the even multiple employees made donations on the same date, such restoral of unused leave credits shall be prorated.

Solicitations

Donations may be solicited by the recipient employee, on his or her behalf by coworkers, or by local union representatives, if applicable. The employing agency may not solicit donations on the employee's behalf. While the agency is expected to cooperate with those soliciting on an employee's behalf with respect to responding to inquiries concerning an employee's eligibility to participate in the program, the agency may not release any medical information.

Construction

This policy shall not be construed to require extension of any employment beyond the time it would otherwise terminate by operation of law, rule or regulation.

IMPLEMENTATION & INTERPRETATION OF THIS POLICY IS LEFT SOLELY TO THE LABOR-MANGEIVIENT REVIEW BOARD

SALARY SCHEPPLULE

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MEMORANDA OF UNDERSTANDING

Addendum B Title	05/08/07
CBA 5-1.0	02/02/06
CBA 6-1.3.1 & 6-1.4.1	10/10/90
CBA Memorandum of Understanding	08/23/05
CBA Memorandum of Understanding	09/27/05
CDL	10/10/90
CSEA Automobile Use	09/13/89
CSEA Conventions	10/12/89
Establishment of SORT	01/27/93
FLSA Titles	01/06/99
FLSA Titles	01/20/04
FLSA Titles	10/05/06
Greenskeeper	02/28/06
Grievance Board	10/10/90
Health Insurance Buyback	10/10/90
Military Leave – Iraq	09/01/05
Military Leave – Kuwait	10/23/90
PEOPLE Political Action Committee	08/15/02
Release Time for Three Union Officials	03/11/05
Retirement Incentive Program	12/17/91
Salary Step Increases	03/11/05
Sanitation Holidays	11/01/01
Sick Leave at Half Pay	10/10/06
SORT Holidays	12/20/90
Step Increases for 3 Employees	08/16/05
Superintendent of Printing	05/06/92
Vacation Time w/Prior Service	08/12/04
Veterans' Day	10/23/97
CSEA Member as Union Officer	11/16/07
Prostate and Cancer Screening	01/03/08
Addendum B Title	04/28/09
Sanitation/Recycling – Various	12/11/09