

CORRECTED COPY

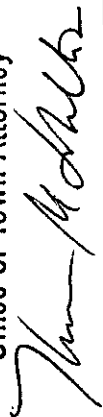
Meeting of November 14, 2017

Resolution No. TF-01-2018
(Formerly known as TF-17-2017)

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

ITEM NO.	DEPT.	AMOUNT	FROM
001-18	EXE	SEE ATTACHED	

#

Reviewed By
Office of Town Attorney


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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Finance

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

ITEM NO.	DEPT.	AMOUNT	FROM
045-17	OTC	\$2,955.13	OTC A 1410 44100 000 0000
			TO
			OTC A 1410 21000 000 0000
			FROM
046-17	DGS	600.00	DGS A 1620 41400 000 0000
			TO
			DGS A 1620 46300 000 0000
			FROM
		10,400.00	DGS A 1620 41600 000 0000
			TO
			DGS A 1620 46300 000 0000
			#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Town Clerk
General Services

Reviewed By
Office of Town Attorney
Tom McShilton

27

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

November 14, 2017

TO: MEMORANDUM DOCKET
FROM: JAMES ALTADONNA JR., TOWN CLERK
SUBJECT: TRANSFER OF FUNDS

Town Board authorization is hereby requested to transfer funds from the following account:


FROM:

OTC A 1410 44100 000 0000	PRINTING PUBLIC & LEGAL NOTICES	\$2,955.13
---------------------------	---------------------------------	------------

TO:

OTC A 1410 21000 000 0000	FURNITURE	\$2,955.13
---------------------------	-----------	------------

Justification: Transfer requested to have sufficient funds to cover the cost of three desks in the licensing section of Town Hall North to replace broken furniture and necessary for the daily operation of the Office of the Town Clerk.


JAMES ALTADONNA JR.
TOWN CLERK

JA
cc: Town Attorney with 7 copies.



213

TOWN OF OYSTER BAY

INTER – DEPARTMENTAL MEMO

Date: November 17, 2017
To: MEMORANDUM DOCKET
From: ERIC TUMAN, COMMISSIONER OF GENERAL SERVICES
Subject: **OPERATING ACCOUNTS – TRANSFER OF FUNDS**

The following transfer is respectfully requested:

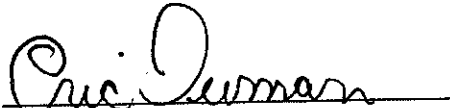
FROM: DGS A 1620 41400 000 0000 UNIFORMS	\$600.00
DGS A 1620 41600 000 0000 MATERIALS & SUPPLIES	\$10,400.00
<u>TOTAL</u>	<u>\$11,000.00</u>

TO: DGS A 1620 46300 000 0000 BLDG.PROPERTY MAINTENANCE \$11,000.00

TOTAL \$11,000.00

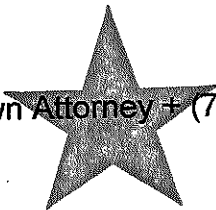
JUSTIFICATION: TRANSFER OF FUNDS NEEDED TO COVER THE SHORTAGE
OF AVAILABLE FUNDS REQUIRED FOR THE MAINTENANCE
COST OF ALL TOWN BUILDINGS

Town Board approval is respectfully requested.


Eric Tuman
Commissioner of General Services

ET/nl

Cc: Town Attorney + (7) Copies



WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated November 2, 2017, has requested Town Board approval to employ the services of the following performers, at \$300.00 for each performer for a total not to exceed \$2,100.00, for the 2018 "Children's Magical Music and More" program, for the dates and locations below noted with funds for these fees available in Account CYS A 7020 47660 000 0000 Special Events:

Check payable to: Mr. David Engel
JEDI TRAINING ACADEMY
Mr. David Engel
190 NY -208 New Paltz, New York 12561
Saturday, January 27, 2018 at 2:00 p.m.
Hicksville Public Library

Check payable to: The National Circus Project
NATIONAL CIRCUS PROJECT
56 Lion Lane, New York 11590
Saturday, February 10, 2018 at 2:30 p.m.
Locust Valley Library

Check payable to: Jester Jim
THE JESTER JIM SHOW
Jester Jim
56 Candido Avenue, Shirley, New York 11967
Sunday, February 18, 2018 at 3:00 p.m.
Plainview-Old Bethpage Public Library

Check payable to: Rolie Polie Guacamole
ROLIE POLIE GUACAMOLE
17 Old Stage Coach Road, Byram Township, New Jersey 07821
Wednesday, February 21, 2018 at 2:00 p.m.
Bethpage Public Library

Check payable to: Ballet Long Island
BALLET LONG ISLAND: Peter and the Wolf
1863 Pond Street, Ronkonkoma, New York 11779
Saturday, March 10, 2018 at 2:00 p.m.
Hicksville Public Library

Check payable to: Grins & Grins, Inc.
GRINS & GRINS: Catchy Comedy
876 Cattel Street, Easton, Pennsylvania 18042
Saturday, March 24, 2018 at 2:30 p.m.
Locust Valley Library

MS
Reviewed By
Office of Town Attorney

Check payable to: Ernie Sites
ERNIE SITES – THE SINGING COWBOY
Ernie Sites
3B Wells Wood Lane, Brewster, New York 10509
Tuesday, April 3, 2018 at 2:00 p.m.
Bethpage Public Library

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Community and Youth Services, is hereby authorized to employ the services of the above listed performers for the 2018 “Children’s Magical Music and More” program at a cost of \$300.00 for each performer not to exceed \$2,100.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000.

-#-

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

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

November 2, 2017

TO: Memorandum Docket

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


SUBJECT: 2018 "Children's Magical Music and More"

The Department of Community & Youth Services is requesting Town Board authorization to employ the services of the following performers for the dates and locations in accordance with the attached table. The Town is responsible for paying each performer \$300 for a total not to exceed \$2,100. This program is co-sponsored by the libraries noted.

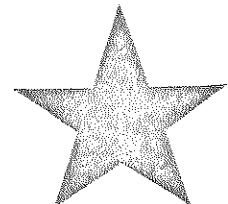
In accordance with Guideline 5, Section b. of the Town Procurement Policy, these performers are exempt from the solicitation, written proposal or the quotation requirements of the policy.

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

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


Maureen A. Fitzgerald
Commissioner

MAF:SAB:mh
Attachments
cc: Town Attorney (+7 copies)



2018 Children's Magical Music and More Performers

Performance	Check Payable To	Date	Time	Library
Jedi Training Academy	Mr. David Engel 190 NY-208 New Paltz, NY 12561	Saturday, January 27 2018	2:00 PM	Hicksville Public Library
National Circus Project	The National Circus Project 56 Lion Lane Westbury, NY 11590	Saturday, February 10, 2018	2:30 PM	Locust Valley Library
The Jester Jim show	Jester Jim 56 Candido Avenue Shirley, NY 11967	Sunday, February 18, 2018	3:00 PM	Plainview-Old Bethpage Public Library
Rolie Polie Guacamole	Rolie Polie Guacamole 17 Old Stage Coach Road Byram Township, NJ 07821	Wednesday, February 21, 2018	2:00 PM	Bethpage Public Library
Ballet Long Island: Peter and the Wolf	Ballet Long Island 1863 Pond Street Ronkonkoma, NY 11779	Saturday, March 10, 2018	2:00 PM	Hicksville Public Library
Grins & Grins: Catchy Comedy	Grins & Grins, Inc. 876 Cattel Street Easton, PA 18042	Saturday, March 24, 2018	2:30 PM	Locust Valley Library
Ernie Sites- The Singing Cowboy	Ernie Sites 3B Wells Wood Lane Brewster, NY 10509	Tuesday, April 3, 2018	2:00 PM	Bethpage Public Library

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 David Engel, ~~1000 1000, New York, New York 10001~~ (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Jedi Training Academy
Date: January 27, 2018
Time: 2:00 p.m.
Duration: 45 to 60 minutes
Location: Hicksville Public Library
Amount: \$300.00

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

DAVID ENGEL

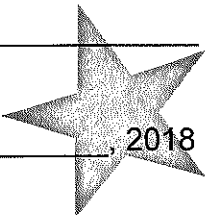
CONTRACTOR

DATE: _____, 2018

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2018



WHEREAS, pursuant to Town Board Resolution 572-2017, dated September 12, 2017, and public notice, bids were duly and regularly received for Computerized Accounting and One Stop Support Services under the Workforce Innovation and Opportunity Act (WIOA) for the period January 1, 2018 through December 31, 2018, with an option for three one-year extensions; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated November 2, 2017, has advised the Town Board that the Department of Intergovernmental Affairs received one (1) response, from D. M. Cordes Consulting, Inc., which was evaluated according to the criteria set forth in the Town's Procurement Policy; and

WHEREAS, although the Town's Procurement Policy requires at least three (3) qualified proposals, the Office of the Town Attorney, by memorandum dated October 31, 2017, has determined, in accordance with Guideline 7 of the Procurement Policy, that the Department of Intergovernmental Affairs has complied with the Procurement Policy; and

WHEREAS, Commissioner Sammartano informed the Town Board that the cost of the required support services to be provided by D. M. Cordes Consulting, Inc. is \$39,995.00 for the period January 1, 2018 through December 31, 2018 and that budget amounts for subsequent years, should the renewal options be exercised, will be adjusted based upon program needs and negotiated increases. These services are funded by WIOA at no cost to the Town. Funds are available in Account No. IGA CD 6293 48080 000 CW17; and

WHEREAS, Commissioner Sammartano recommended that the proposal of D.M. Cordes Consulting, Inc., 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 an Agreement with D. M. Cordes Consulting, Inc. for Computerized Accounting and One Stop Support Services under the Workforce Innovation and Opportunity Act (WIOA) for the period January 1, 2018 through December 31, 2018, at a cost of \$39,995.00 with an option for three one-year extensions; and it is further

RESOLVED, that funds are available in Account No. IGA CD 6293 48080 000 CW17.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

6

TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: NOVEMBER 2, 2017


SUBJECT: AUTHORIZATION FOR COMPUTERIZED ACCOUNTING AND ONE STOP SYSTEM
SUPPORT SERVICES CONTRACT UNDER THE WORKFORCE INNOVATION AND
OPPORTUNITY ACT

The Department of Intergovernmental Affairs received authorization by Town Board Resolution No. 572-2017 dated, September 12, 2017, to publish a Request for Proposals soliciting proposals for Computerized Accounting and One Stop System Support Services under the Workforce Innovation and Opportunity Act (WIOA) for the period January 1, 2018 through December 31, 2018, with the option of three (3) one-year extensions. In response to the RFP, one proposal was received: D.M. CORDES CONSULTING, INC.

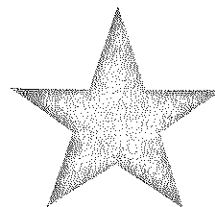
A good faith effort was made to publicize the availability of funding, and to solicit proposals in this regard. Documentation regarding the attempt to obtain proposals was forwarded to the Town Attorney in accordance with Guideline 7 of the Town's Procurement Policy. As noted in the attached letter, the Office of the Town Attorney has determined that the procurement is in compliance with the Procurement Policy.

The proposal was reviewed by the Department in compliance with the Town's procurement policy. It was determined to have met all of the requirements of the RFP, and achieved a passing score on the proposal review form. The contract will be for one year, and will include a clause that it may be extended on a year to year basis for a maximum of three additional years dependent on performance and funding availability. Budgeted amounts for subsequent years will be adjusted based on program needs, and negotiated increases. The cost of the required support services is \$39,995.00 for the period January 1, 2018 through December 31, 2018. These services are to be funded by WIOA at no cost to the Town. Funds are in IGA CD 6293 48080 000 CW17.

Therefore, it is requested that the Town Board authorize the Supervisor to sign the subject contract. The contract is being prepared and will be sent to the Town Attorney for review.


Frank V. Sammartano
Commissioner, Intergovernmental Affairs

FVS:LS
Attachments
cc: Town Attorney, 7 copies



Town of Oyster Bay

Inter-Departmental Memo

TO : Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs

FROM : OFFICE OF THE TOWN ATTORNEY

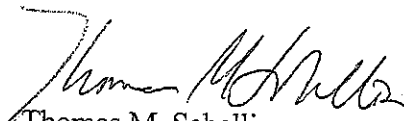
DATE : October 30, 2017

SUBJECT: Waiver of Procurement Requirements
Procurement of Computerized Accounting and One Stop System Support
Services under the Workforce Innovation and Opportunity Act

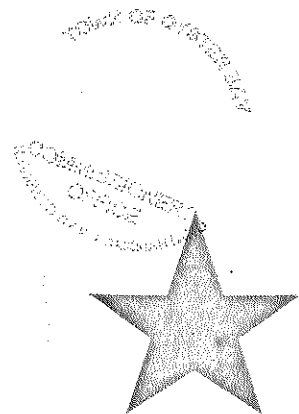
The Office of the Town Attorney has reviewed your memorandum dated October 26, 2017, regarding your Department's efforts to obtain the required number of proposals for Computerized Accounting and One Stop System Support Services under the Workforce Innovation and Opportunity Act."

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

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

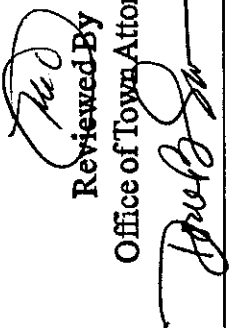
TMS:st



WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Bayville from January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Bayville from January 1, 2018 through December 31, 2019.

#

Reviewed By
Office of Town Attorney


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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

10

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Bayville

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Bayville, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

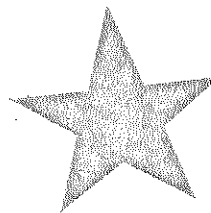
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 41750

S:\Attorney\RESOS 2017\MD & RESO\DOGWARDEN Bayville 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

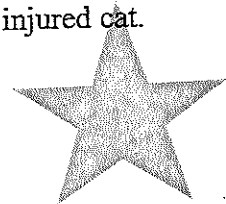
THE INCORPORATED VILLAGE OF BAYVILLE, a municipal corporation having its principal place of business located at 34 School Street, Bayville, New York, 11709, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter, during regular business hours as hereinafter mentioned, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a Town Animal Warden to retrieve any injured cat.



SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

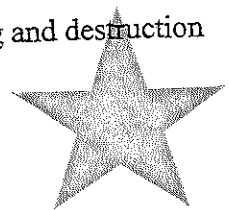
THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.

SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances, rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction



or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., and Saturday, between the hours of 7:00 a.m. and 3:00 p.m. During Sundays and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

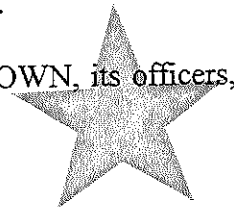
GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers,



employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

TOWN OF OYSTER BAY

Deputy Town Attorney

BY _____
Supervisor

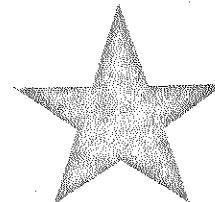
ATTEST:

INCORPORATED VILLAGE OF
BAYVILLE
BY _____

Town Clerk

ATTEST:

Village Clerk



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

On this day of , 20 , before me personally came, to
me known, who, being by me duly sworn, did depose and say that he resides at ,
New York; that he is the of the TOWN OF OYSTER BAY, the municipal
corporation described herein and which executed the foregoing instrument; that he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was
so affixed by order of the Town Board of said corporation, and that he signed his name thereto
by like order.

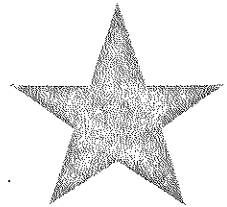
Notary Public

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

On this day of , 20 , before me personally came, to
me known, who, being by me duly sworn, did depose and say that he resides at ,
New York, that he is the of the INCORPORATED VILLAGE OF BAYVILLE, the
municipal corporation described herein and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Village Board of said corporation, and that he signed his
name thereto by like order.

Notary Public

S:\Attorney\AGREEMENTS\Dog Warden\BAYVILLE.2018.docx



Meeting of November 28, 2017

Resolution No. 769-2017

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Brookville from January 1, 2018 through December 31, 2019,


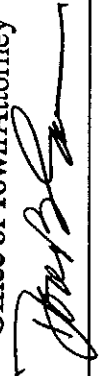
NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Brookville from January 1, 2018 through December 31, 2019.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney



Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Brookville

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Brookville, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

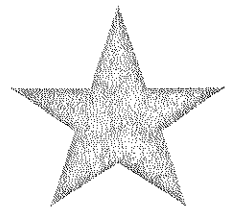
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175I

S:\Attorney\RESOS 2017\MD & RESO\DOGWARDEN Brookville 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

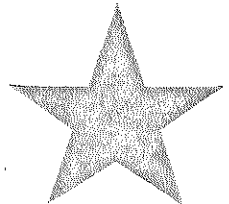
THE INCORPORATED VILLAGE OF BROOKVILLE, a municipal corporation having its principal place of business located at 18 Horse Hill Road, Brookville, New York, 11545, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter, by the Police Department of the VILLAGE, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a TOWN Animal Warden to retrieve any injured cat.



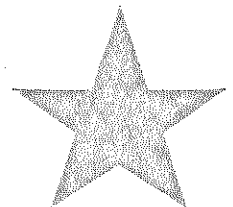
SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.



SEVENTH: The VILLAGE agrees to comply with all local laws, ~~ordinances~~ rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. During weekends and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

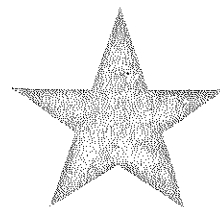
NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not



relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

Deputy Town Attorney

ATTEST:

Town Clerk

ATTEST:

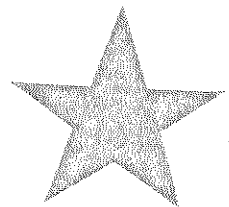
Village Clerk

TOWN OF OYSTER BAY

BY _____
Supervisor

INCORPORATED VILLAGE OF
BROOKVILLE

BY _____



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

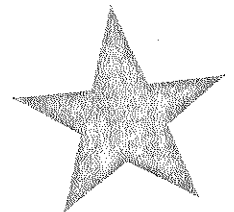
On this day of , 20 , before me personally came,
to me known, who, being by me duly sworn, did depose and say
that he resides at , New York, that he is the of
the Town of Oyster Bay, the municipal corporation described herein and which executed the
foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Town Board of said
corporation, and that he signed his name thereto by like order.

Notary Public

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

On this day of , 20 , before me personally came,
to me known, who, being by me duly sworn, did depose and say
that he resides at , New York, that he is the of
the INCORPORATED VILLAGE OF BROOKVILLE, the municipal corporation described
herein and which executed the foregoing instrument; that he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of
the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public



Meeting of November 28, 2017

Resolution No. 770-2017

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Centre Island from January 1, 2018 through December 31, 2019,

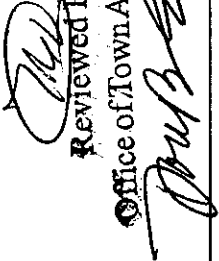
NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Centre Island from January 1, 2018 through December 31, 2019.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney


12

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Centre Island

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Centre Island, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

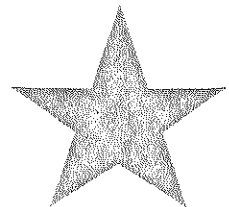
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175L

S:\Attorney\RESOS 2017\MD & RESO\DOGWARDEN Centre Island 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

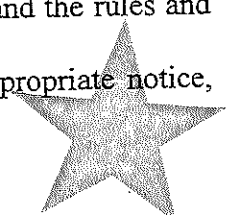
THE INCORPORATED VILLAGE OF CENTRE ISLAND, a municipal corporation having its principal place of business located 303 Centre Island Road, Centre Island, New York 11771, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN, upon due notice given to it at the Town Animal Shelter, by the Police Department of the VILLAGE, if the VILLAGE maintains such Police Department, or upon due notice from a resident of the VILLAGE, if the VILLAGE does not maintain its own Police Department, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice,



dispatch a TOWN Animal Warden to retrieve any injured cat.

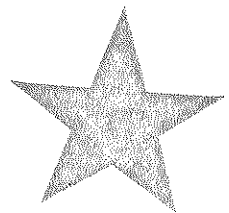
SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.



SEVENTH: The VILLAGE agrees to ~~comply~~ with all local laws, ordinances, rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. During weekends and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

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 THE DAY

BEFORE CHRISTMAS DAY

CHRISTMAS DAY

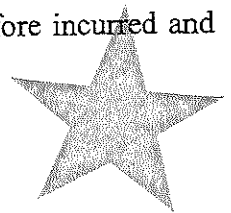
AFTERNOON OF THE DAY

BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and



payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

Deputy Town Attorney

ATTEST:

Town Clerk

ATTEST:

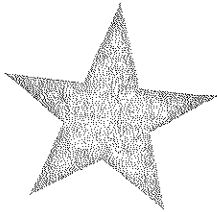
Village Clerk

TOWN OF OYSTER BAY

BY _____
Supervisor

INCORPORATED VILLAGE OF
CENTRE ISLAND

BY _____



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

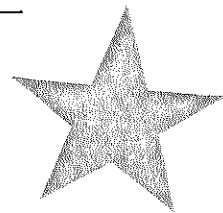
On this day of , 20 before me personally came,
to me known, who, being by me duly sworn, did depose and say
that he resides at , New York, that he is the of
the Town of Oyster Bay, the municipal corporation described herein and which executed the
foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Town Board of said
corporation, and that he signed his name thereto by like order.

Notary Public

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

On this day of , 20 before me personally came,
to me known, who, being by me duly sworn, did depose and say
that he resides at , New York, that he is the of
the INCORPORATED VILLAGE OF CENTRE ISLAND, the municipal corporation described
herein and which executed the foregoing instrument; that he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of
the Village Board of said corporation, and that he signed his name thereto by like order.

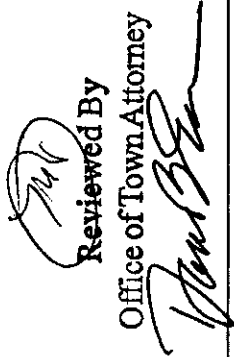
Notary Public



WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Farmingdale from January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Farmingdale from January 1, 2018 through December 31, 2019.

#

Reviewed By
Office of Town Attorney


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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

13
Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Farmingdale

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Farmingdale, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

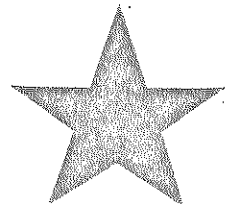
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175G

S:\Attorney\RESOS 2017\MD & RESO\DOGWARDEN Farmingdale 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF FARMINGDALE, a municipal corporation having its principal place of business located at 361 Main Street, Farmingdale, New York 11735, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter, by the Nassau County Police Department, or upon due notice from a resident of the VILLAGE, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a TOWN Animal Warden to retrieve any injured cat.



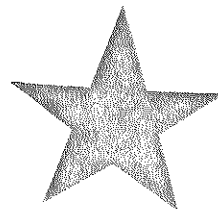
SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.



SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances, rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. During weekends and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

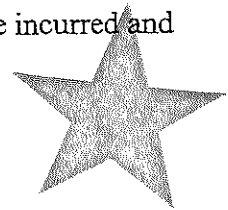
NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and



payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

Deputy Town Attorney

TOWN OF OYSTER BAY

BY _____
Supervisor

ATTEST:

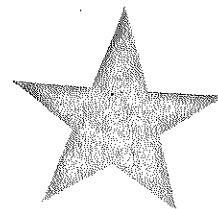
Town Clerk

INCORPORATED VILLAGE OF
FARMINGDALE

BY _____

ATTEST:

Village Clerk



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

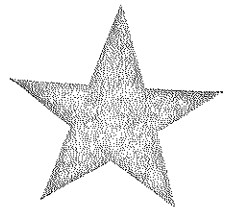
On this day of , 20 , before me personally came , to
me known, who, being by me duly sworn, did depose and say that he resides at ,
New York, that he is the of the Town of Oyster Bay, the municipal corporation
described herein and which executed the foregoing instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed
by order of the Town Board of said corporation, and that he signed his name thereto by like
order.

Notary Public

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

On this day of , 20 , before me personally came, to
me known, who, being by me duly sworn, did depose and say that he resides at ,
New York, that he is the of the INCORPORATED VILLAGE OF FARMINGDALE,
the municipal corporation described herein and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Village Board of said corporation, and that he signed his
name thereto by like order.

Notary Public



WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Lattingtown from January 1, 2018 through December 31, 2019,

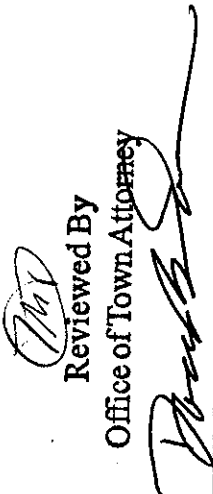
NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Lattingtown from January 1, 2018 through December 31, 2019.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney


14

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Lattingtown

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Lattingtown, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

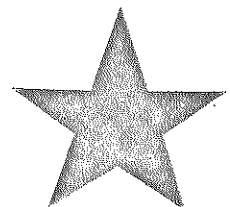
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175B

S:\Attorney\RESOS 2017MD & RESO\DOGWARDEN Lattingtown 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

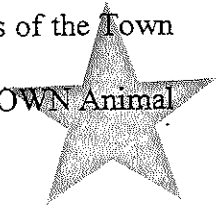
THE INCORPORATED VILLAGE OF LATTINGTOWN,
a municipal corporation having its principal place of
business located at 299 Lattingtown Road, Locust Valley,
New York 11560, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter, by the Nassau County Police Department, by the Village Clerk or Village Attorneys, or upon due notice from a resident of the VILLAGE, previously registered by the Village to make such complaint, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a TOWN Animal



Warden to retrieve any injured cat.

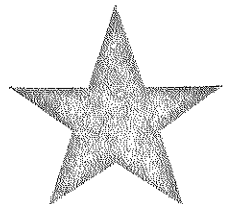
SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.



SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances, rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., and Saturday, between the hours of 7:00 a.m. and 3:00 p.m. During Sundays and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

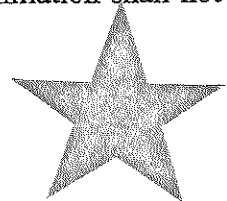
NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not



relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

TOWN OF OYSTER BAY

Deputy Town Attorney

BY _____
Supervisor

INCORPORATED VILLAGE OF
LATTINGTOWN

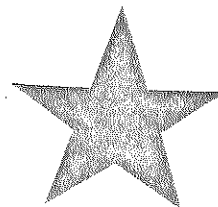
ATTEST:

Town Clerk

BY _____

ATTEST:

Village Clerk



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

On this day of , 20 , before me personally came, to me known, who, being by me duly sworn, did depose and say that he resides at , New York, that he is the of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

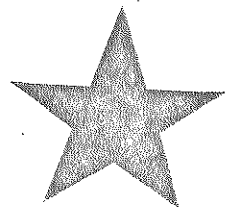
Notary Public

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

On this day of , 20 , before me personally came, to me known, who, being by me duly sworn, did depose and say that he resides at , New York, that he is the of the INCORPORATED VILLAGE OF LATTINGTOWN, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

S:\Attorney\AGREEMTS\DogWarden\LATTINGTOWN.2018.doc



Meeting of November 28, 2017

Resolution No. 773-2017

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Laurel Hollow from January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Laurel Hollow from January 1, 2018 through December 31, 2019.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney

15
Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Laurel Hollow

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Laurel Hollow, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

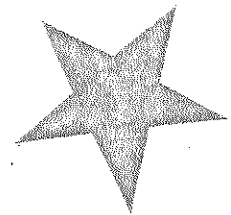
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175D

SAAttorney\RESOS 2017AMD & RESODOGWARDEN Laurel Hollow 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

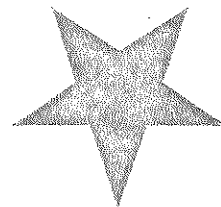
THE INCORPORATED VILLAGE OF LAUREL HOLLOW, a municipal corporation having its principal place of business located at 1492 Laurel Hollow Road, Syosset, New York 11791, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter, by the Police Department of the VILLAGE, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a Town Animal Warden to retrieve any injured cat.



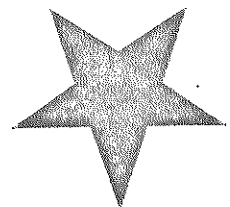
SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.



SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances, rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., and Saturday, between the hours of 7:00 a.m. and 3:00 p.m. During Sundays and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

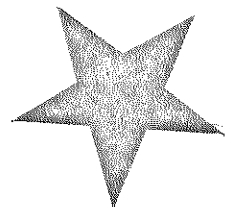
NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or



delivered to the other party at any time, it being understood that any such termination shall not relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

Deputy Town Attorney

ATTEST:

Town Clerk
ATTEST:

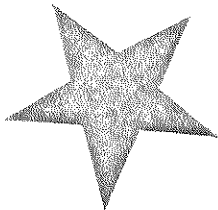
Village Clerk
G:\AGREEMENTS\LAURELHOLLOW2016.doc

TOWN OF OYSTER BAY

BY _____
Supervisor

INCORPORATED VILLAGE OF
LAUREL HOLLOW

BY _____



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

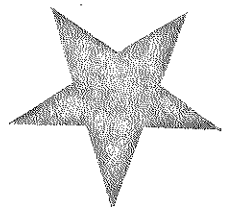
On this day of , 20 , before me personally came, to me known, who, being by me duly sworn, did depose and say that he resides at , New York, that he is the of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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

On this day of , 20 , before me personally came, to me known, who, being by me duly sworn, did depose and say that he resides at , New York, that he is the of the INCORPORATED VILLAGE OF LAUREL HOLLOW, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public



WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Massapequa Park from January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Massapequa Park from January 1, 2018 through December 31, 2019.

#

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

14

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Massapequa Park

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Massapequa Park, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

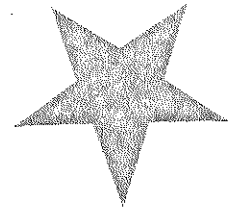
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175H

S:\Attorney\RESOS 2017\MD & RESODOGWARDEN Massapequa Park 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

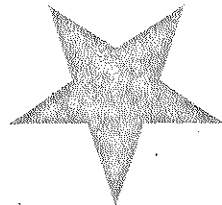
THE INCORPORATED VILLAGE OF MASSAPEQUA PARK, a municipal corporation having its principal place of business located at 151 Front Street, Massapequa Park, New York 11762, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter by the Nassau County Police Department, or upon the due notice from a resident of the VILLAGE, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a TOWN Animal Warden to retrieve any injured cat.



SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The VILLAGE has enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, all dogs within their jurisdiction shall be licensed and identified through the VILLAGE.

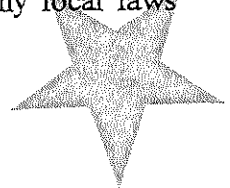
THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.

SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances, rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws



and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. During weekends and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

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 THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH" and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits



and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED: TOWN OF OYSTER BAY

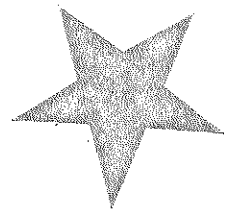
Deputy Town Attorney BY: _____
Supervisor

ATTEST: INCORPORATED VILLAGE OF
MASSAPEQUA PARK

Town Clerk BY: _____

ATTEST:

Village Clerk



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

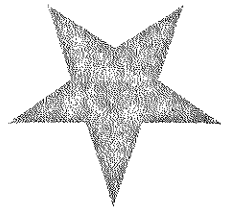
On this day of , 20 , before me personally came JOHN
VENDITTO, to me known, who, being by me duly sworn, did depose and say that he resides in
Massapequa, New York, that he is the Supervisor of the Town of Oyster Bay, the municipal
corporation described herein and which executed the foregoing instrument; that he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was
so affixed by order of the Town Board of said corporation, and that he signed his name thereto by
like order.

Notary Public

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

On this day of , 20 , before me personally came to
me known, who, being by me duly sworn, did depose and say that he resides at
 , New York, that he is the of the INCORPORATED VILLAGE OF
MASSAPEQUA PARK, the municipal corporation described herein and which executed the
foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Village Board of said
corporation, and that he signed his name thereto by like order.

Notary Public



Meeting of November 28, 2017

Resolution No. 775-2017

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Mill Neck from January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Mill Neck from January 1, 2018 through December 31, 2019.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

742
Reviewed By
Office of Town Attorney

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Mill Neck

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Mill Neck, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

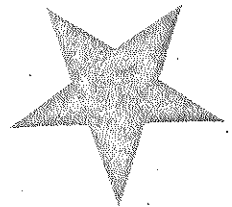
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175M

S:\Attorney\RESOS 2017\MD & RESO\DOGWARDEN Mill Neck 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

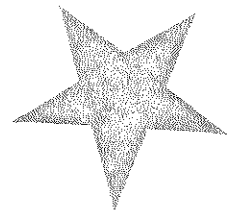
THE INCORPORATED VILLAGE OF MILL NECK, a municipal corporation having its principal place of business located at 32 Frost Mill Road, Box 351, Mill Neck, New York 11765, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter, or by the Police Department of the VILLAGE, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a Town Animal Warden to retrieve any injured cat.



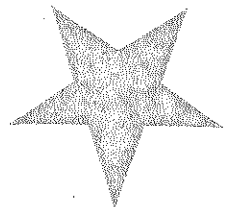
SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraphs "SECOND" and "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized and the number of licenses issued in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its



Director of Animal Shelter or Assistant Director or other employees.

SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances, rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

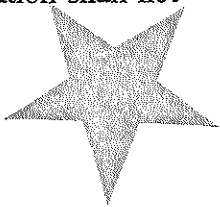
EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. During weekends and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

NEW YEAR'S DAY	GENERAL ELECTION DAY
DR. MARTIN LUTHER KING, JR. DAY	VETERANS DAY
LINCOLN'S BIRTHDAY	THANKSGIVING DAY
WASHINGTON'S BIRTHDAY	AFTERNOON OF THE DAY
MEMORIAL DAY	BEFORE CHRISTMAS DAY
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	AFTERNOON OF THE DAY
COLUMBUS DAY	BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not



relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract and, if the termination is made by the VILLAGE, the license fees for the quarter of the year in which such termination is made.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

Deputy Town Attorney

TOWN OF OYSTER BAY

BY _____
Supervisor

ATTEST:

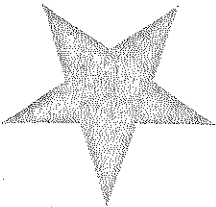
Town Clerk

INCORPORATED VILLAGE OF
MILL NECK

BY _____

ATTEST:

Village Clerk



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

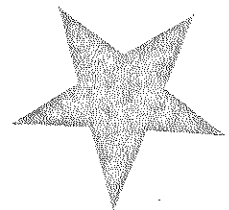
On this day of , 20 , before me personally came, to me known, who, being by me duly sworn, did depose and say that he resides at , New York, that he is the of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

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

On this day of , 20 , before me personally came, to me known, who, being by me duly sworn, did depose and say that he resides at , New York, that he is the of the INCORPORATED VILLAGE OF MILL NECK, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public



WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Muttontown from January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Muttontown from January 1, 2018 through December 31, 2019.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney

10

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Muttontown

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Muttontown, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

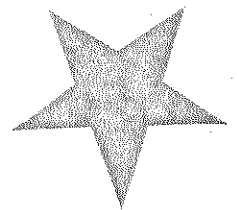
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175A

S:\Attorney\RESOS 2017\MD & RESO\DOGWARDEN Muttontown 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

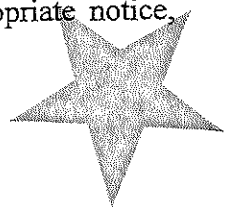
THE INCORPORATED VILLAGE OF MUTTONTOWN, a municipal corporation having its principal place of business located at One Raz Tafuro Way, Muttontown, New York 11791, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter, by the Police Department of the VILLAGE, if the VILLAGE maintains such Police Department, or upon due notice from a resident of the VILLAGE, if the VILLAGE does not maintain its own Police Department, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a TOWN Animal Warden to retrieve any injured cat.



SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

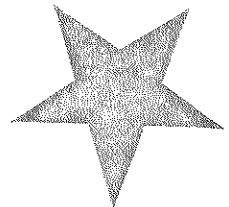
THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.

SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances,



rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., and Saturday, between the hours of 7:00 a.m. and 3:00 p.m. During Sundays and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

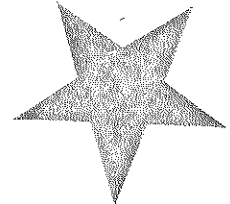
NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and



payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

TOWN OF OYSTER BAY

Deputy Town Attorney

BY _____
Supervisor

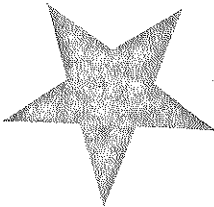
INCORPORATED VILLAGE OF
MUTTONTOWN

ATTEST:

BY _____

Town Clerk
ATTEST:

Village Clerk



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

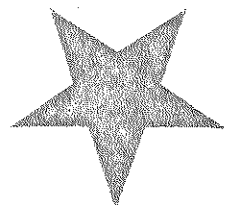
On this day of , 20 , before me personally came,
to me known, who, being by me duly sworn, did depose and say
that he resides at , New York, that he is the of
the Town of Oyster Bay, the municipal corporation described herein and which executed the
foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Town Board of said
corporation, and that he signed his name thereto by like order.

Notary Public

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

On this day of , 20 , before me personally came,
 to me known, who, being by me duly sworn, did depose and say
that he resides at , New York, that he is the of
the INCORPORATED VILLAGE OF MUTTONTOWN, the municipal corporation described
herein and which executed the foregoing instrument; that he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of
the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public



WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Old Brookville from January 1, 2018 through December 31, 2019,

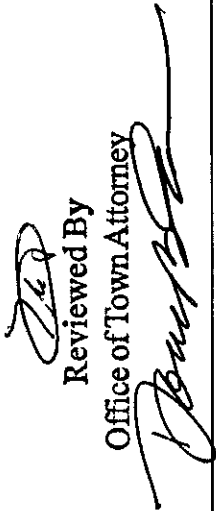
NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Old Brookville from January 1, 2018 through December 31, 2019.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney


AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

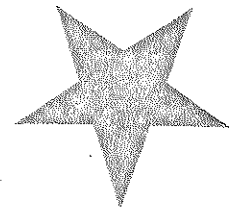
THE INCORPORATED VILLAGE OF OLD BROOKVILLE, a municipal corporation having its principal place of business located at 201 McCouns Lane, Glen Head, New York, 11545, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter by the Police Department of the VILLAGE, the Mayor or a Village Trustee, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a TOWN Animal Warden to retrieve any injured cat.



SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

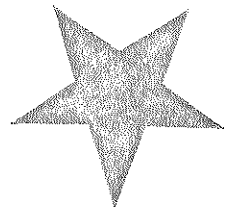
THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.

SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances,



rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

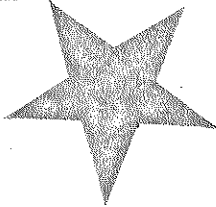
EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., and Saturday, between the hours of 7:00 a.m. and 3:00 p.m. During Sundays and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

- | | |
|---------------------------------|-----------------------|
| NEW YEAR'S DAY | GENERAL ELECTION DAY |
| DR. MARTIN LUTHER KING, JR. DAY | VETERANS DAY |
| LINCOLN'S BIRTHDAY | THANKSGIVING DAY |
| WASHINGTON'S BIRTHDAY | AFTERNOON OF THE DAY |
| MEMORIAL DAY | BEFORE CHRISTMAS DAY |
| INDEPENDENCE DAY | CHRISTMAS DAY |
| LABOR DAY | AFTERNOON OF THE DAY |
| COLUMBUS DAY | BEFORE NEW YEAR'S DAY |

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not



relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

TOWN OF OYSTER BAY

Deputy Town Attorney

BY: _____
Supervisor

ATTEST:

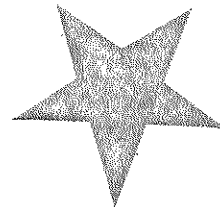
INCORPORATED VILLAGE OF
OLD BROOKVILLE

Town Clerk

BY: _____

ATTEST:

Village Clerk



[illegible]

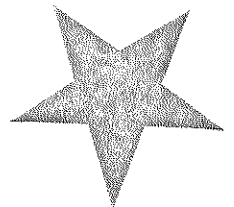
On this day of , 20 , before me personally came,
 to me known, who, being by me duly sworn, did depose and say
that he resides at , New York; that he is the of
the Town of Oyster Bay, the municipal corporation described herein and which executed the
foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Town Board of said
corporation, and that he signed his name thereto by like order.

Notary Public

[illegible]

On this day of , 20 , before me personally came,
to me known, who, being by me duly sworn, did depose and say that he
resides at , New York, that he is the of
the INCORPORATED VILLAGE OF OLD BROOKVILLE, the municipal corporation described
herein and which executed the foregoing instrument; that he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of
the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public



19

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Old Brookville

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Old Brookville, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

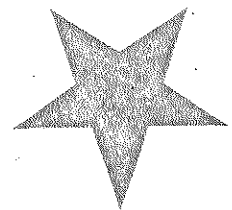
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175F


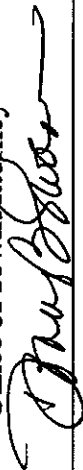
S:\Attorney\RESOS 2017\MD & RESO\DOGWARDEN Old Brookville 2018-19.docx



WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Oyster Bay Cove from January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Oyster Bay Cove from January 1, 2018 through December 31, 2019.

#

Reviewed By
Office of Town Attorney



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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

20

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Oyster Bay Cove

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Oyster Bay Cove, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

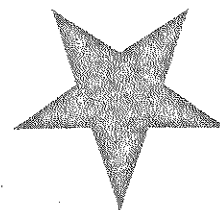
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175E

S:\Attorney\RESOS 2017\AMD & RESO\DOGWARDEN Oyster Bay Cove 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

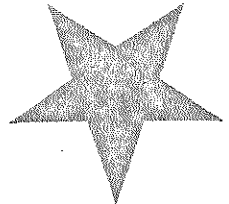
THE INCORPORATED VILLAGE OF OYSTER BAY COVE, a municipal corporation having its principal place of business located at #25B - Route 25A, Oyster Bay, New York 11771, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter, or by the Police Department of the VILLAGE, if the VILLAGE maintains such Police Department, or upon due notice from a resident of the VILLAGE, if the VILLAGE does not maintain its own Police Department, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a TOWN Animal Warden to retrieve any injured cat.



SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

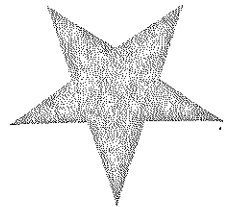
THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.

SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances,



rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., and Saturday, between the hours of 7:00 a.m. and 3:00 p.m. During Sundays and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

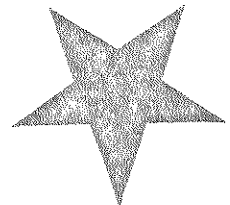
NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not



relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

TOWN OF OYSTER BAY

Deputy Town Attorney

BY _____
Supervisor

ATTEST:

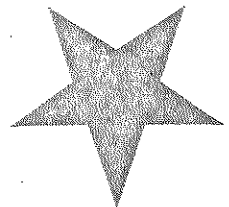
INCORPORATED VILLAGE OF
OYSTER BAY COVE

Town Clerk

BY _____

ATTEST:

Village Clerk



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

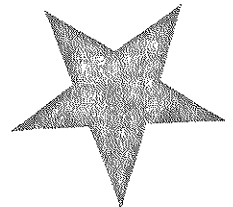
On this day of , 20 , before me personally came,
to me known, who, being by me duly sworn, did depose and say
that he resides at , New York, that he is the of
the Town of Oyster Bay, the municipal corporation described herein and which executed the
foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Town Board of said
corporation, and that he signed his name thereto by like order.

Notary Public

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

On this day of , 20 , before me personally came,
to me known, who, being by me duly sworn, did depose and say
that he resides at , New York, that he is the of
the INCORPORATED VILLAGE OF OYSTER BAY COVE, the municipal corporation
described herein and which executed the foregoing instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed
by order of the Village Board of said corporation, and that he signed his name thereto by like
order.

Notary Public



Meeting of November 28, 2017

Resolution No. 779-2017

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Roslyn Harbor from January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Roslyn Harbor from January 1, 2018 through December 31, 2019.

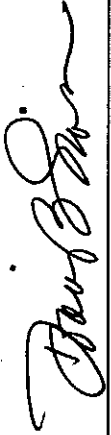
#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney



21

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Roslyn Harbor

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Roslyn Harbor, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

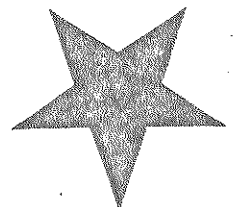
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175C

SAAttorney\RESOS 2017MD & RESODOGWARDEN Roslyn Harbor 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a Municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

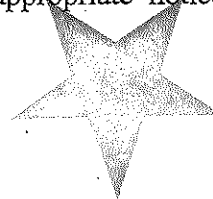
THE INCORPORATED VILLAGE OF ROSLYN HARBOR, a municipal corporation having its principal place of business located at 500 Motts Cove Road S., Roslyn Harbor, New York 11576, hereinafter called the "VILLAGE",

WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter by the Police Department of the VILLAGE, if the VILLAGE maintains such Police Department, or upon the due notice from a resident of the VILLAGE, if the VILLAGE does not maintain its own Police Department, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice,



dispatch a TOWN Animal Warden to retrieve any injured cat.

SECOND: Article 7 of the New York Agricultural and Markets law has been amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has not enacted a local law for the licensing and identification of dogs within their jurisdiction and, therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

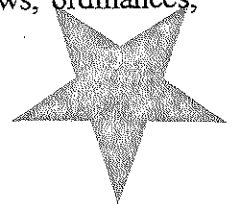
THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.

SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances,



rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., and Saturday, between the hours of 7:00 a.m. and 3:00 p.m. During Sundays and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

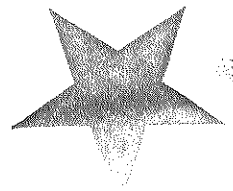
NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.



TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

TOWN OF OYSTER BAY

REVIEWED: Deputy Town Attorney

BY: Supervisor

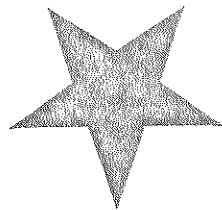
INCORPORATED VILLAGE OF ROSLYN HARBOR

ATTEST: Town Clerk

BY:

ATTEST:

Village Clerk



[illegible]

On this day of _____ , 20____ , before me personally came,

to me known, who, being by me duly sworn, did depose and say that he resides at _____, New York, that he is the _____ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

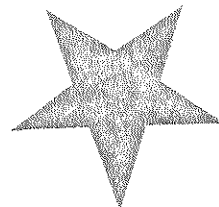
Notary Public

[illegible]

On this day of , 20 , before me personally came,

to me known, who, being by me duly sworn, did depose and say that he resides at _____, New York, that he is the _____ of the INCORPORATED VILLAGE OF ROSLYN HARBOR, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public



Meeting of November 28, 2017

Resolution No. 780-2017

WHEREAS, Joseph Nocella, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated October 27, 2017, recommend Town Board authorization for the Supervisor, or his designee, to enter into a Dog Warden Services Agreement with the Incorporated Village of Sea Cliff from January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into a Dog Warden Services Agreement with the Incorporated Village of Sea Cliff from January 1, 2018 through December 31, 2019.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney
Donna B. Swanson

22

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : October 27, 2017
SUBJECT: Dog Warden Services Agreement
Incorporated Village of Sea Cliff

Attached herewith you will find the Dog Warden Services Agreement for the Incorporated Village of Sea Cliff, for the period January 1, 2018 through December 31, 2019.

It is requested that this matter be placed on the next available Town Board Action Calendar.

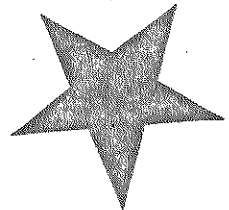
JOSEPH NOCELLA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:kah
Attachment
cc: Department of Environmental Resources
File GS 4175J

S:\Attorney\RESOS 2017\MD & RESO\DOGWARDEN Sea Cliff 2018-19.docx



AGREEMENT

DATED: , 20

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF SEA CLIFF, a municipal corporation having its principal place of business located at 300 Sea Cliff Avenue, P.O. Box 340, Sea Cliff, New York 11579, hereinafter called the "VILLAGE",

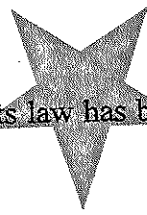
WITNESSETH:

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding, disposition and destruction of dogs under the provision of law applicable thereto, and for the seizing, impounding, disposition and destruction of injured cats,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal Shelter, by a Dog Control Officer of the VILLAGE, or the Nassau County Police Department, dispatch a Town Animal Warden to retrieve any stray dog anywhere within the VILLAGE limits and will provide all services for the seizing, impounding, disposition and destruction of dogs in accordance with the provisions of the Agriculture and Markets Law of the State of New York, the Code of the Town of Oyster Bay and the rules and policies of the Town Animal Shelter. In addition, the TOWN will, upon appropriate notice, dispatch a TOWN Animal Warden to retrieve any injured cat.

SECOND: Article 7 of the New York Agricultural and Markets law has been



amended so as to mandate municipalities to enact local municipal licensing of dogs. The TOWN has enacted Article V of Chapter 103, Dogs and Other Animals to provide for the local licensing and identification of dogs in the TOWN. The VILLAGE has adopted a resolution authorizing the TOWN to take over the functions and administration of dog licensing and therefore, agrees that all dogs within their jurisdiction shall be licensed and identified through the TOWN.

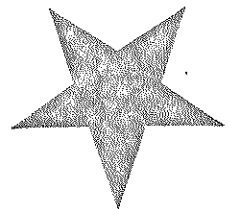
THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$75.00 for each dog or cat seized within the corporate boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, disposition or destruction of each dog or cat.

FOURTH: Such fees as provided in Paragraph "THIRD" herein shall be payable to the TOWN quarter-annually after statements have been rendered to the Village Clerk showing the number of dogs and cats seized in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will destroy or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any dog or cat which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$65.00 for the destruction or other disposition of any dog or cat.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees or others, except same shall be due to the negligence of the TOWN, its Director of Animal Shelter or Assistant Director or other employees.

SEVENTH: The VILLAGE agrees to comply with all local laws, ordinances, rules and regulations of the TOWN relative to seizure, impounding, board, caring and destruction



or redemption of dogs. The Agriculture and Markets Law shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., and Saturday, between the hours of 7:00 a.m. and 3:00 p.m. During Sundays and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$50.00 per hour.

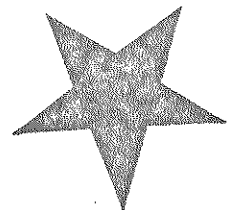
NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY

NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the District Court of the County of Nassau, Fourth District.

TENTH: This contract shall be for the period January 1, 2018 through December 31, 2019.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "THIRD", "FIFTH", and "EIGHTH" of this contract.



TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray dogs within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured dog or cat within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

TOWN OF OYSTER BAY

Deputy Town Attorney

BY _____
Supervisor

INCORPORATED VILLAGE OF
SEA CLIFF

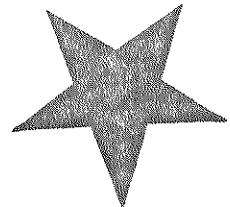
ATTEST:

BY _____

Town Clerk

ATTEST:

Village Clerk



COUNTY OF NASSAU)

that he resides at _____, New York, that he is the _____ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Notary Public

COUNTY OF NASSAU)

that he resides at _____, New York, that he is the _____ of the INCORPORATED VILLAGE OF SEA CLIFF, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said corporation, and that he signed his name thereto by like order.

Notary Public

WHEREAS, by Resolution No. 743-2015, adopted on December 15, 2015, the Town of Oyster Bay Town Board authorized Nassau Suffolk Engineering & Architecture, PLLC, to provide engineering services under Contract No. PWC18-16, On-Call Engineering Services Relative to Electrical Engineering; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated November 2, 2017, has requested that Nassau Suffolk Engineering & Architecture, PLLC, be authorized to utilize Cashin, Spinelli & Ferretti, LLC, as a sub-consultant to provide construction management services relative to the installation of a generator at Town Hall North, Oyster Bay, New York, under Contract No. PWC18-16,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and Nassau Suffolk Engineering & Architecture, PLLC, is hereby authorized to utilize Cashin, Spinelli & Ferretti, LLC, as a sub-consultant to provide construction management services relative to On-Call Engineering Services relative to Electrical Engineering, for the installation of a generator at Town Hall North, Oyster Bay, New York, under Contract No. PWC18-16.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Public Works
General Services

Reviewed By
Office of Town Attorney

24

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

NOVEMBER 2, 2017

TO: MEMORANDUM DOCKET


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

SUBJECT: USE OF SUB-CONSULTANT
ON-CALL ENGINEERING SERVICES RELATIVE TO ELECTRICAL ENGINEERING
CONTRACT NO. PWC18-16

The office of Nassau Suffolk Engineering & Architecture, PLLC has been authorized and directed by Resolution No. 655-2016 to proceed with On-Call Engineering Services relative to Electrical Engineering, Contract No. PWC18-16, for the installation of a generator at Town Hall North. Please note that by separate action by the Department of Public Works and the Office of the Comptroller that this authorization has been reduced in amount for this contract period.

Relative to this authorization, it is requested that Nassau Suffolk Engineering & Architecture, PLLC be authorized to use, as a sub-consultant, Cashin, Spinelli & Ferretti, LLC for construction management services.

Therefore, it is hereby requested that Nassau Suffolk Engineering & Architecture, PLLC be authorized by resolution to use, as a sub-consultant, Cashin, Spinelli & Ferretti, LLC, for construction management services relative to On-Call Engineering Services relative to Electrical Engineering, Contract No. PWC18-16.

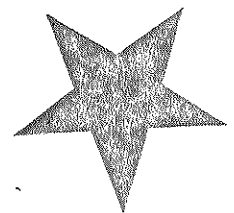


RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

AL
RWL/MR/dz

c: Joseph Nocella, Town Attorney (w/7 copies)
Steven C. Ballas, Comptroller
Kathy Stefanich, DPW/Administration
Eric Tuman, Commissioner/General Services

PWC18-16 NSEA DOCKET CSF SUB ADD



TOWN OF OYSTER BAY
COMPTROLLER'S OFFICE
TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

2017 JUL 31 P 4:04
JULY 27, 2017

TO : ERIC TUMAN, COMMISSIONER
DEPARTMENT OF GENERAL SERVICES

FROM : MATTHEW RUSSO, P.E., DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

THROUGH : RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC18-14
ON-CALL ELECTRICAL ENGINEERING
NASSAU SUFFOLK ENGINEERING & ARCHITECTURE


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 \$60,800.82.


Funding, in the total amount of \$77,829.18, had been previously authorized by Town Board Resolution 655-2016 for Nassau Suffolk Engineering & Architecture, PLLC to provide additional construction management engineering fees under Contract No. PWC18-16. Since a portion of these services were provided in 2015, separate authorizations should have been provided under both PWC18-14 and PWC18-16.

This request is to encumber \$60,800.82 of these previously authorized funds from PWC18-16 correctly under PWC18-14. No additional money is required to be provided. By copy of this memo, we request that the Office of the Comptroller unencumber \$60,800.82 from the encumbrance authorized by Resolution 655-2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$60,800.82 and Resolution No. 913-2013 authorizing Nassau Suffolk Engineering & Architecture, PLLC for on-call services.

If you have any questions, please contact Matthew Russo, P.E., Division of Engineering, at extension 5719.


MATTHEW RUSSO, P.E.
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

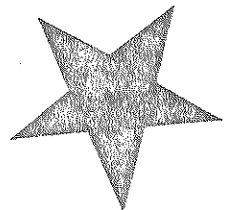

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL:MR:dz

Attachments

c: Kathleen Stefanich, Administration/DPW
Christine M. Wiss, Deputy Comptroller
PWC18-14 NSEA GS THN GENERATOR 2015 FUNDS 2 REQUEST

E 2136



WHEREAS, by Resolution No. 743-2015, adopted on December 15, 2015, the Town Board authorized and directed Nassau Suffolk Engineering & Architecture, PLLC, to provide on-call engineering services in connection with Contract No. PWC 18-16, On-Call Engineering Services Relative to Electrical Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated November 14, 2016, and Michael W. Spinelli, AIA, President, Nassau Suffolk Engineering & Architecture, PLLC, by letter dated July 28, 2016, request Town Board authorization for Nassau Suffolk Engineering & Architecture, PLLC to provide On-Call Engineering Services Relative to Electrical Engineering under Contract No. PWC 18-16, including engineering services for the installation of the emergency generator at Town Hall North, and further request that the Comptroller issue an encumbrance order in an amount of \$77,829.18, with funds to be drawn from Account No. DGS H 1997 20000 000 1208 001,

NOW, THEREFORE, BE IT RESOLVED, That upon the requests as hereinabove set forth, Nassau Suffolk Engineering & Architecture, PLLC is hereby authorized to proceed to provide services in connection with Contract No. PWC 18-16, On-Call Engineering Services Relative to Electrical Engineering, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$77,829.18, for Contract No. PWC 18-16, with funds to be drawn from Account No. DGS H 1997 20000 000 1208 001.

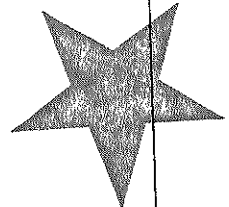
-#-

745
Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works



WHEREAS, Resolution No. 655-2016, adopted on November 29, 2016, authorized Nassau Suffolk Engineering & Architecture, PLLC, to receive the amount of \$77,829.18 under Contract No. PWC18-16 to provide additional inspection fees for On-Call Engineering Services Relative to Electrical Engineering. It had later been determined that services in the amount of \$60,800.82 were provided in 2015 and should have been authorized under Contract No. PWC18-14; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highways, by memorandum dated November 2, 2017, has requested that the Comptroller issue an encumbrance order in an amount not to exceed \$60,800.82, under Contract No. PWC18-14, nunc pro tunc to October 14, 2015, for engineering services for electrical engineering relative to additional construction inspection fees, with funds to be drawn from Account No. DGS H 1997 20000 000 1208 001. This is a reallocation of previously authorized funds and no additional money is required; and

WHEREAS, Commissioner Lenz, by same memorandum, requested that the Town Board approve the request of Nassau Suffolk Engineering & Architecture, PLLC, to utilize, as sub-consultant, Cashin, Spinelli & Ferretti, LLC, for construction management services, relative to this project,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and Nassau Suffolk Engineering & Architecture, PLLC, is authorized to utilize as a sub-consultant, Cashin, Spinelli & Ferretti, LLC, and the Office of the Comptroller is hereby authorized and directed to issue an encumbrance order to Nassau Suffolk Engineering & Architecture, PLLC, in an amount not to exceed \$60,800.82, and to make payment for services upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. DGS H 1997 20000 000 1208 001 0000, for Contract No. PWC18-14, 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:

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

cc: Supervisor (2)
Town Attorney
Comptroller
Public Works
General Services

Reviewed By
Office of Town Attorney

23

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 2, 2017

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO ELECTRICAL ENGINEERING
AND USE OF SUB-CONSULTANT
CONTRACT NO. PWC18-14
ACCOUNT NO.: DGS H 1997 20000 000 1208 001
PROJECT ID NO. 1208 TWNA-02

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. PWC18-14 by Resolution No. 913-13 for the subject project.


Nassau Suffolk Engineering & Architecture, PLLC had requested, by their attached letter dated July 28, 2016, an authorization in the amount of \$77,829.18 under Contract No. PWC18-16 for additional construction inspection fees which was approved by Town Board Resolution 655-2016 on November 29, 2016. It had later been determined that the majority of these services were provided in 2015, and should have been authorized under Contract No. PWC18-14.

At the request of the Department of Public Works, by the attached memo dated July 27, 2017, the Office of the Comptroller liquidated \$60,800.82 of the authorization encumbered under Contract No. PWC18-16. At this time the Department of Public Works requests that these funds be authorized under PWC18-14. This is a reallocation of previously authorized funds, no additional money is required.

Attached is an availability of funds in the amount of \$60,800.82 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DGS H 1997 20000 000 1208 001.

It is further requested that Nassau Suffolk Engineering & Architecture, PLLC be authorized to utilize Cashin, Spinelli & Ferretti, LLC as a sub-consultant for construction management services.

It is hereby requested that the Town Board authorize, by Resolution, Nassau Suffolk Engineering & Architecture, PLLC under Contract No. PWC18-14, On-Call Engineering Services Relative to Electrical Engineering, and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that Cashin, Spinelli & Ferretti, LLC be authorized as a sub-consultant.



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

RWL/MR/dz

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Kathy Stefanich, Administrative Division/DPW

PWC18-14 NSEA DOCKET 2015 TOWN GEN ADD FUNDS

TOWN OF OYSTER BAY
COMPTROLLER'S OFFICE
TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

2017 JUL 31 P 4:04
JULY 27, 2017

TO : ERIC TUMAN, COMMISSIONER
DEPARTMENT OF GENERAL SERVICES

FROM : MATTHEW RUSSO, P.E., DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

THROUGH : RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC18-14
ON-CALL ELECTRICAL ENGINEERING
NASSAU SUFFOLK ENGINEERING & ARCHITECTURE


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 \$60,800.82.


Funding, in the total amount of \$77,829.18, had been previously authorized by Town Board Resolution 655-2016 for Nassau Suffolk Engineering & Architecture, PLLC to provide additional construction management engineering fees under Contract No. PWC18-16. Since a portion of these services were provided in 2015, separate authorizations should have been provided under both PWC18-14 and PWC18-16.

This request is to encumber \$60,800.82 of these previously authorized funds from PWC18-16 correctly under PWC18-14. No additional money is required to be provided. By copy of this memo, we request that the Office of the Comptroller unencumber \$60,800.82 from the encumbrance authorized by Resolution 655-2016.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$60,800.82 and Resolution No. 913-2013 authorizing Nassau Suffolk Engineering & Architecture, PLLC for on-call services.

If you have any questions, please contact Matthew Russo, P.E., Division of Engineering, at extension 5719.


MATTHEW RUSSO, P.E.
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

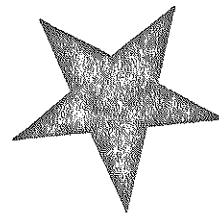

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL:MR:dz

Attachments

c: Kathleen Stefanich, Administration/DPW
Christine M. Wiss, Deputy Comptroller
PWC18-14 NSEA GS THN GENERATOR 2015 FUNDS 2 REQUEST

E 2136





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



Requesting Division/Department

GENERAL SERVICES

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

Contract Number PWC 18-14

Contract Period 1/1/2014 - 12/31/2015

Consultant/Contractor NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

Discipline ELECTRICAL ENGINEERING

Total Authorization \$ 285,800.82

Resolution No. 905-2013 Date 12/17/2013

Funded To Date \$ 225,000.00

Amount Requested \$60,800.82

Account To Be Used PID 1208-TWNA-02
D&S H 1997 20000 000 1208 001

If Capital Account, State The Related Contract Number: DPW13-098

Description Of Work

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

ENGINEERING SERVICES FOR INSTALLATION OF EMERGENCY ELECTRICAL

GENERATOR AT TOWN HALL NORTH

Work To Be Completed In Contract Period: Yes ☒ No ☐

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$

Requesting Division/Department

Signature Eric Iuman

Title COMMISSIONER General Services

Date 10/30/17

DPW Approval

Only To Be Executed By The Commissioner

Signature Theresa G. Long

Title Commissioner of Public Works

Date 11/2/17

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 60,800.82

Unencumbered Balance 276,202.27

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

Signature [Signature] Date 10/31/17



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2014

Contract No. PWC 18-14

Contract End 12/31/2015

Commencement Date 1/1/2015

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

Vendor Name and Address

NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

801 MOTOR PARKWAY

SUITE 103

HAUPPAUGE, NEW YORK 11788

Requesting Town Department GENERAL SERVICES

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

ENGINEERING SERVICES FOR THE INSTALLATION OF EMERGENCY ELECTRICAL

GENERATOR AT TOWN HALL NORTH

This work order shall not exceed \$ 60,800.82

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

Requesting Division/Department

Signature Chris Juman

COMMISSIONER General Services

Date 10/30/17

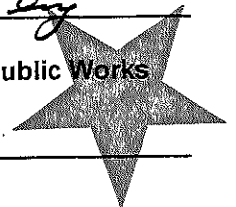
Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature Richard G. Long

Commissioner of Public Works

Date 11/2/17



RESOLUTION NO. 913-2013

Meeting of December 17, 2013

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 November 22, 2013, request and recommend that Nassau Suffolk Engineering & Architecture, PLLC, Lockwood, Kessler and Bartlett, Inc., Sidney B. Bowne & Son, LLP, Lizardos Engineering Associates, PC, Cameron Engineering & Associates, LLP and LiRo Engineers, Inc. be authorized to provide on-call engineering services in connection with Contract No. PWC18-14, On-Call Engineering Services Relative to Electrical Engineering, for a two (2) year contract term, from January 1, 2014 through December 31, 2015; and

WHEREAS, Nassau Suffolk Engineering & Architecture, PLLC, Lockwood, Kessler and Bartlett, Inc., Sidney B. Bowne & Son, LLP, Lizardos Engineering Associates, PC, Cameron Engineering & Associates, LLP and LiRo Engineers, Inc. have an executed open-ended service agreement with the Town under which the services will be provided,

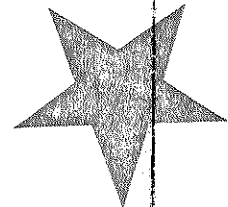
NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and in connection with Contract No. PWC18-14, Nassau Suffolk Engineering & Architecture, PLLC, Lockwood, Kessler and Bartlett, Inc., Sidney B. Bowne & Son, LLP, Lizardos Engineering Associates, PC, Cameron Engineering & Associates, LLP and LiRo Engineers, Inc. are hereby authorized and directed to provide on-call engineering services, from January 1, 2014 through December 31, 2015; and be it further

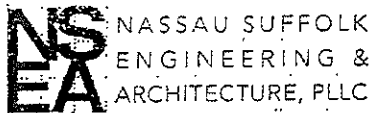
RESOLVED, That the Comptroller is hereby authorized and directed to make payment in accordance with the provisions of the Consultants' Agreement with the Town, upon presentation of a duly certified claim, after audit.

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
DPW





July 28, 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: Town of Oyster Bay
On-Call Technical Assistance Related to Electrical Engineering PWC 18-14
N40:1439 - Installation of Emergency Generator at Town Hall North

Dear Commissioner Betz:

At the request of the Town of Oyster Bay, Nassau Suffolk Engineering and Architecture, PLLC ("NSEA") continued to provide architectural, engineering and project management services, pursuant to Town Board Resolution No. 307-2014, adopted by the Town Board on May 6, 2014, in connection with the installation of an emergency electrical generator at Town Hall North (Contract No. PWC 18-14), beyond the contractual completion date.

Palace Electrical Contractors, Inc. ("Palace") delayed substantial completion of this project by a total of 77 calendar days (October 14, 2015, the contractual substantial completion date, to December 29, 2015, the actual substantial completion date). Palace achieved final completion on May 12, 2016. As a result of these delays, liquidated damages in the amount of \$38,500.00 have been assessed against Palace's contract balance.

Palace's delay has also resulted in increased contract administration costs. Because of these delays, NSEA was required to provide extended contract administration services, including on-site inspection. Thus, NSEA is hereby requesting an additional \$77,829.18 for the extended contract period from October 14, 2015 (the contractual substantial completion date) through May 12, 2016, the actual final completion date.

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

Very truly yours,
NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

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

Meeting of November 29, 2016

Resolution No. 655-2016

WHEREAS, by Resolution No. 743-2015, adopted on December 15, 2015, the Town Board authorized and directed Nassau Suffolk Engineering & Architecture, PLLC, to provide on-call engineering services in connection with Contract No. PWC 18-16, On-Call Engineering Services Relative to Electrical Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, by memorandum dated November 14, 2016, and Michael W. Spinelli, AIA, President, Nassau Suffolk Engineering & Architecture, PLLC, by letter dated July 28, 2016, request Town Board authorization for Nassau Suffolk Engineering & Architecture, PLLC to provide On-Call Engineering Services Relative to Electrical Engineering under Contract No. PWC 18-16, including engineering services for the installation of the emergency generator at Town Hall North, and further request that the Comptroller issue an encumbrance order in an amount of \$77,829.18, with funds to be drawn from Account No. DGS H 1997 20000 000 1208 001,

NOW, THEREFORE, BE IT RESOLVED, That upon the requests as hereinabove set forth, Nassau Suffolk Engineering & Architecture, PLLC is hereby authorized to proceed to provide services in connection with Contract No. PWC 18-16, On-Call Engineering Services Relative to Electrical Engineering, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$77,829.18, for Contract No. PWC 18-16, with funds to be drawn from Account No. DGS H 1997 20000 000 1208 001.

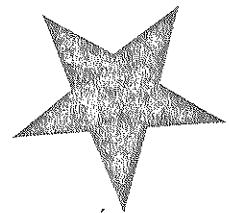
-#-

7/15
Reviewed By
Office of the Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works



WHEREAS, the Greater Long Island Running Club ("GLIRC") sponsored its annual "Aqua Run" on September 17, 2017 at TOBAY Beach. Notwithstanding that the Town's beach schedule had concluded, the GLIRC requested that Town of Oyster Bay lifeguards be present at the event, and it was agreed that the Town would provide lifeguards and GLIRC would reimburse the Town for the gross wages of those lifeguards; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated November 9, 2017, has advised the Town Board that the Department of Parks is now in receipt of a check from GLIRC in the amount of \$1,765.95 in reimbursement of the wage expense incurred by the Town for seventeen lifeguards at the 2017 Aqua Run; and

WHEREAS, Commissioner Pinto has requested that the Town Board authorize the Department of Parks to accept this check as reimbursement for the lifeguard salaries and to deposit said check in account TWN A 0001 2770 590 0000;

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is granted, and the Department of Parks is hereby authorized to accept the aforesaid check from GLIRC in the amount of \$1,765.95 in reimbursement of the wage expense incurred by the Town for seventeen lifeguards at the 2017 Aqua Run, and to deposit the check in account TWN A 0001 2770 590 0000.

#

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Parks

Reviewed By
Office of Town Attorney

4

TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: November 9, 2017

SUBJECT: Reimbursement of Salaries

For Approximately six years now, The Greater Long Island Running Club (GLIRC), through a Special Event Permit, has been sponsoring the annual Aqua Run. The Greater Long Island Running Club (GLIRC) was authorized use of TOBAY Beach on Sunday, September 17, 2017 (permit attached). It was request by GLIRC that the Town of Oyster Bay Lifeguards be on duty at the event. The Town of Oyster Bay lifeguards were not scheduled to be on that day as our beach schedule has ended. It was mutually agreed that the lifeguards would be assigned to work that day and the gross salaries of the lifeguards would be paid by GLIRC. The Department of Parks is in receipt of the reimbursement (check number 6941, attached) in the amount of one thousand, seven hundred sixty-five dollars and ninety five cents (\$1,765.95) for the use of seventeen (17) lifeguards at their event.

The Department of Parks respectfully requests Town Board authorization to accept this amount as reimbursement for the lifeguard salaries which will be deposited in account TWN-A-0001-02770-590-0000.



Joseph G. Pinto
Commissioner

JGP:ca
Attachment
cc: Town Attorney (w/7 copies)



Joseph G. Pinto
Commissioner



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

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

☒ PERMIT FOR A SPECIAL EVENT

☐ PERMIT TO DISTRIBUTE LITERATURE AT
A SPECIAL EVENT

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

Applicant Information:

Application No: 193-17

Permit No: 193-17

Applicant Name: Linda Ottaviano

Applicant Phone: 516-349-7646

Organization Name: Greater Long Island Running Club

Street Address: 101 Dupont Street

Town: Plainview State: New York Zip: 11803

Event Information

Type of Event: UIA Aquarun

Date: Sunday, September 17, 2017

Park/Facility: Tobay Beach

Location in Park: Bay, bird sanctuary, and roadway

Start Location:

Finish Location:

Route through Park: Bird sanctuary, roadway, swim in bay

No. of Participants: 300

No. of Spectators: 100

Set Up Begins: 6:30 AM

Clean Up Ends: 11:00 AM


Time of Event: 8:30 AM

Time Event Ends: 10:00 AM

Water or electrical connections: No

Provisions for on-site medical services: Yes

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


JOSEPH G. PINTO
COMMISSIONER OF PARKS

PLEASE BE ADVISED:

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

101 Dupont St., Ste. 24
Plainview, NY 11803
516-349-7646

BETHPAGE FEDERAL
CREDIT UNION
BETHPAGE, NEW YORK 11714
50-7365/2214

6725

~~6/26/2017~~

OF Town of Oyster Bay

\$ 500.00

~~vs Hundred and 00/100~~

 DOLLARS

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

Inde Adams
AUTHORIZED SIGNATURE

Agua Run 9/17/2017

REF ID: A72511

DESCRIPTION	AMOUNT
UJA Aquarun Tobay Beach September 17, 2017	\$500.00
TOTAL DUE	\$500.00

COMMENTS	
Payment made to Town of Oyster Bay	

PAID

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: JOSEPH G. PINTO, COMMISSIONER OF PARKS

FROM: WILLIAM ZANG, OFFICE SERVICES SUPERVISOR

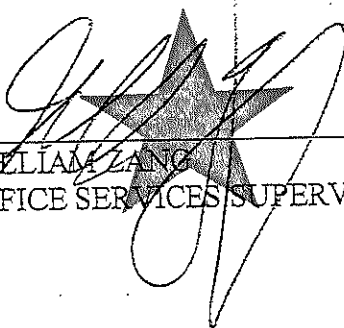
DATE: SEPTEMBER 28, 2017

SUBJECT: TOBAY OCEAN AQUA RUN

On September 17, 2017 the GLIRC sponsored an Aqua Run at Tobay Beach. We provided lifeguards which the GLIRC agreed to pay for. Below is a list of lifeguards and salary that the GLIRC should be billed for:

William Arnold	5 hrs. x \$25.25 per hour =	\$126.25
James Balesteri	5 hrs. x 15.00 per hour =	75.00
Richard Brozozinski	5 hrs. x 22.25 per hour =	111.25
Kevin Burke	5 hrs. x 19.45 per hour =	97.25
Timothy Cummins	5 hrs. x 19.65 per hour =	98.25
Michael Greco/EMT	8 hrs. x 19.65 per hour =	157.20
Eric Karahalidis	5 hrs. x 17.00 per hour =	85.00
Martin Levine, Jr.	5 hrs. x 19.65 per hour =	98.25
Peter Marques	5 hrs. x 18.95 per hour =	94.75
Edward Martin	5 hrs. x 19.15 per hour =	95.75
John McGovern	5 hrs. x 30.00 per hour =	150.00
Patrick McGrath, Sr.	5 hrs. x 19.65 per hour =	98.25
Anthony Nordland	5 hrs. x 19.65 per hour =	98.25
Thomas Nordland	5 hrs. x 17.65 per hour =	88.25
Charles Pulsinelli	5 hrs. x 22.25 per hour =	111.25
Christopher Sarro	5 hrs. x 17.25 per hour =	86.25
James Stankard	5 hrs. x 18.95 per hour =	94.75

Total \$1,765.95


WILLIAM ZANG
OFFICE SERVICES SUPERVISOR

BZ/dl

BETHPAGE FEDERAL
CREDIT UNION
BETHPAGE, NEW YORK 11714
50-7365/2214

Greater Long Island Running Club
101 Dupont St., Ste. 2A
Plainville, NY 11803
516-349-7646

TO THE
ORDER OF Town of Oyster Bay
One Thousand Seven Hundred Sixty-Five and 95/100 ***** DOLLARS
\$ **1,765.95
10/25/2017

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

Lynde Blawie
AUTHORIZED SIGNATURE

MEMO

Lifeguards - Aqua Run

1100691, 111

Greater Long Island Running Club
Town of Oyster Bay

Lifeguards - Aqua Run

10/25/2017

6941

1,765.95

GLIRC Bank Account- Lifeguards - Aqua Run

1,765.95

WHEREAS, the Town of Oyster Bay and the County of Nassau wish to enter into a Memorandum of Agreement for roadway paving services, through which the Town's Public Works and Highways Departments shall be authorized to collaborate with the Nassau County Department of Public Works on Town road paving projects, and the County would bill the Town for actual County costs incurred; and

WHEREAS, Frank Sammartano, Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 13, 2017, stated that the cost effectiveness of this Town/County partnership will be reviewed on a project by project basis, and when said partnership is the most cost-effective option available to the Town, the County's agreement to engage on the project would be obtained and the County and Town would collaborate on the Town paving project, resulting in a cost savings to the Town and a lesser burden on the Town of Oyster Bay taxpayer; and

WHEREAS, Commissioner Sammartano requested that the Town Board authorize the Town to enter into a Memorandum of Agreement for Roadway Paving Services to be negotiated and approved by the Town Attorney, and further requested that the Town Board authorize the Supervisor and/or his designee to execute said Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Town is hereby authorized and directed to enter into a Memorandum of Agreement for Road Paving Services with Nassau County, to be negotiated and approved by the Town Attorney, and it is further

RESOLVED, That the Supervisor and/or his designee is authorized to execute said Memorandum of Agreement with Nassau County for Road Paving Services.

#

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

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

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

Reviewed By
Office of Town Attorney

13

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

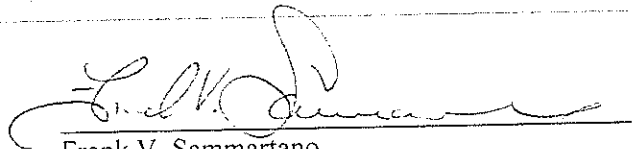
DATE: NOVEMBER 13, 2017

SUBJECT: NASSAU COUNTY MEMORANDUM OF AGREEMENT
LOCAL ROADWAY PAVING

The Town of Oyster Bay (Town) and the County of Nassau (County) wish to enter into a Memorandum of Agreement for Roadway Paving Services (Agreement). Through this proposed Agreement the County Department of Public Works and Town Department's of Public Works and Highway shall be authorized to collaborate on Town road paving projects. In turn, the County would bill the Town for actual County costs incurred.

Cost effectiveness of a Town/County partnership shall be reviewed on a project by project basis. When said partnership is the most cost effective option available to the Town; and upon the County's agreement to engage on a project, the County and Town shall collaborate on Town road paving projects. Such inter-municipal cooperation would result in a cost savings to the Town and a lesser burden to the Town of Oyster Bay tax payer.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into a Memorandum of Agreement for Roadway Paving Services to be negotiated and approved by the Town Attorney and further authorize the Supervisor and/or his designee to execute said Agreement.


Frank V. Sammartano
Commissioner

cc: Town Attorney w/7 copies



MEMORANDUM OF AGREEMENT FOR ROADWAY PAVING SERVICES

THIS MEMORANDUM OF AGREEMENT, made as of the date it is last executed by the parties hereto (the "Effective Date"), by and between the COUNTY OF NASSAU ("Nassau County"), through the Nassau County Department of Public Works (hereinafter, the "NCDPW"), with offices located at 1194 Prospect Avenue, Westbury, New York 11590 and the TOWN OF OYSTER BAY (the "Town of Oyster Bay"), through the Town of Oyster Bay Departments of Public Works and Highways (hereinafter, the "TOBDPW/HWY") (each party to this Agreement may also be referred to as "Department" as the context may require), with offices located at 150 Miller Place, Syosset, NY 11791.

WHEREAS, Nassau County and the Town of Oyster Bay, through the NCDPW and the TOBDPW/HWY, respectively, provide road paving services in order to provide for safe traverse of the residents within the respective municipal roadways, including maintaining a staff of workers and operating paving equipment;

WHEREAS, the Town Supervisor of the Town of Oyster Bay has deemed that the public interest requires that the trained staff of the NCDPW (the "NCDPW Staff") and/or the paving equipment of the NCDPW (the "NCDPW Equipment") be made available to provide road paving services (the "Services") on local Town of Oyster Bay roadways and has requested of the County Executive of Nassau County that Nassau County allow the provision of the Services in aid of the Town of Oyster Bay;

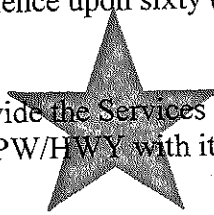
WHEREAS, it is in the interests of the taxpayers of both Nassau County and the Town of Oyster Bay to share resources in the undertaking of important roadway improvement projects;

WHEREAS, Nassau County and the Town of Oyster Bay are authorized, pursuant to both Article 9, § 1 of the New York State (the "State") Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, on the terms and conditions set forth in this Agreement, Nassau County and the Town of Oyster Bay agree to have Nassau County provide NCDPW staff and NCDPW equipment to assist the Town of Oyster Bay in providing for improved roadways for the residents of the Town of Oyster Bay.

NOW, THEREFORE, the parties mutually agree as follows:

1. Term. The term of this Agreement ("Term") shall commence upon the Effective Date and shall continue until completion of the Services, unless sooner terminated. Either party may terminate this Agreement for convenience upon sixty (60) days written notice of termination to the other party.
2. Provision of Services. The NCDPW shall provide the Services on the terms and conditions set forth in this Agreement to assist TOBDPW/HWY with its local roadway



paving. The Services provided through this Agreement shall only be provided when the NCDPW Staff and the NCDPW Equipment are available and not necessary to provide service to Nassau County itself. The determination of the availability of the NCDPW Staff and the NCDPW Equipment shall be made in the sole discretion of the NCDPW, including the ability to re-direct the use of the NCDPW Staff and the NCDPW Equipment at any time if deemed necessary. The parties agree that Services are to be used for Town of Oyster Bay local roadway paving only when the TOBDPW/HWY has a need for assistance and is otherwise unable to provide the Services by use of its own equipment and staff.

3. Payment. The Town of Oyster Bay shall pay to Nassau County, as consideration for the Services provided under this Agreement, such amounts equal to the actual cost to Nassau County in providing the Services, including actual labor and materials costs (labor costs to include fringe benefits) and equipment and plant rental costs, provided, however, that any such payment due from the Town of Oyster Bay to Nassau County under this Agreement shall be made in arrears upon the Nassau County submitting a claim voucher to the Town of Oyster Bay in accordance with the requirements of the Town of Oyster Bay Comptroller's Office.

4. Supervision. The administrative and operational oversight of the NCDPW Equipment and the NCDPW Staff used pursuant to this Agreement shall be the sole responsibility of the NCDPW, it being understood, however, that NCDPW shall consult with TOBDPW/HWY and coordinate efforts prior to the provision of the Services. While the oversight of the NCDPW Equipment and NCDPW Staff shall be the sole responsibility of the NCDPW, the overall repaving project itself shall be managed by TOBDPW/HWY, and the TOBDPW/HWY shall exercise the same care in administering and monitoring the repaving project as the TOBDPW/HWY exercises with respect to similar activities in which there is no participation by other municipalities.

5. Ownership and Operation of Equipment. At all times within the term of this Agreement, ownership and control of all NCDPW Equipment will remain solely with the NCDPW. All operations involving use of the NCDPW Equipment and the NCDPW Staff will remain the sole responsibility of the NCDPW and at no time shall anyone other than members of the NCDPW operate the NCDPW Equipment maintained by the NCDPW.

6. Indemnification; Defense; Cooperation. (a) Each party shall be solely responsible for and shall indemnify and hold harmless the other party and its officers, employees, and agents (collectively, the "Indemnities") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of or in connection with the negligence or willful misconduct of the indemnifying party or its respective agents.

(b) Each party shall cooperate with the other in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(c) The provisions of this Section shall survive the termination of this Agreement.

7. Compliance with Law. Each Department shall comply with any and all federal, state and local Laws in connection with their performance of Services under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as same may be amended from time to time, enacted, adopted, promulgated, released or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body. Notwithstanding anything to the contrary contained herein, the Town of Oyster Bay represents and warrants that it will review the repaving projects pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and will provide the County with documentation evidencing its SEQRA compliance.

8. Books and Records. (a) Nassau County and the Town of Oyster Bay shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to their performance under this Agreement. Such Records shall at all times be available for audit and inspection by the Nassau County Comptroller and the Town of Oyster Bay Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.


9. Notices and Contact Persons.

(a) Notices Relating to Operations:

All notices to be given hereunder by either party relating to operations shall be in writing and shall be deemed to have been duly given when personally delivered, receipt acknowledged, or mailed by certified or registered mail, return receipt acknowledged, postage prepaid, to the other at the following addresses:

To Nassau County: Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11501
Attention: Superintendent of Highway and Bridge
Maintenance
With a copy to: Commissioner

To Town of Oyster Bay: Town of Oyster Bay Department of Public Works
150 Miller Place
Syosset, New York 11791
Attention: Richard W. Lenz P.E.



(b) Notices Relating to Indemnification, Litigation or Termination of Agreement:

All notices to be given hereunder by either party relating to indemnification, litigation or termination of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, receipt acknowledged, or mailed by certified or registered mail, return receipt acknowledged, postage prepaid, to the other at the addresses set forth above in sub-paragraphs (a) and (b) and the following addresses:

To Nassau County: Nassau County Attorney's Office
One West Street
Mineola, New York 11501
Attention: County Attorney

To Town of Oyster Bay: Town of Oyster Bay Attorney's Office
54 Audrey Avenue
Oyster Bay, New York 11771

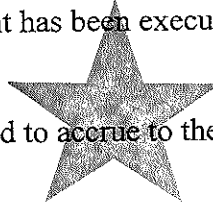
(c) Changes in Contact Persons:

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

10. Entire Agreement. This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or verbal) of the parties relating to the subject matter of this Agreement. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the Departments or their respective officers, employees, servants, agents or independent contractors and neither party shall have the right, power or authority to bind the other in any manner whatsoever.

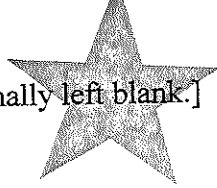
11. Approval and Execution. Neither Department shall have any liability under this Agreement (including any extension or other amendments of this Agreement) unless (i) all necessary approvals have been obtained, including, if required, approval by the Nassau County Legislature, The Town of Oyster Bay Town Board, and the Nassau County Interim Finance Authority; and (ii) this Agreement has been executed by the respective Chief Elected Officials or his or her designee.

12. Disclaimer. This Agreement shall not be construed to accrue to the benefit of third parties.



13. Authority to Enter Agreement. Both signatories to the Agreement warrant their authority to enter into this Agreement, pursuant to General Municipal Law Article 5-G.

[Remainder of page intentionally left blank.]



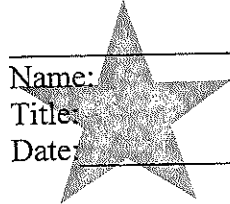
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the Effective Date.


COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF OYSTER BAY

By: _____
Name: _____
Title: _____
Date: _____



Reviewed By
Office of Town Attorney


State of New York)

) SS:

County of Nassau)

On this ____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)

) SS:

County of Nassau)

On this ____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf of which the individual acted, executed the instrument.

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 658-2015, adopted November 24, 2015, the Town Board authorized and directed the Department of Intergovernmental Affairs to enter into an agreement with Alcott HR Group, LLC., 71 Executive Boulevard, Farmingdale, New York 11758, to provide support services to the Department of Intergovernmental Affairs under the Workforce Innovation and Opportunity Act ("WIOA") and the Community Development Block Grant ("CDBG") for the period January 1, 2016 through December 31, 2016, with the option for three (3) one-year extensions; and

WHEREAS, by Resolution No. 675-2016, adopted December 13, 2016, the Town Board authorized the Department of Intergovernmental Affairs to enter into the first of three one-year extensions, for the period January 1, 2017 through December 31, 2017; and

WHEREAS, Frank V. Sammartano, Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 13, 2017, requested Town Board authorization to extend and modify the contract for the second one-year extension period, from January 1, 2018 through December 31, 2018, based upon successful program performance and the availability of funds; and

WHEREAS, Commissioner Sammartano has informed the Town Board that the total cost of the required support services for the period January 1, 2018 through December 31, 2018 is \$815,678.20, and has requested that the Comptroller to be authorized and directed to encumber an amount of \$357,200.43 from Account No. IGA CD 6293 48080 000 CW17, \$153,085.89 from Account No. IGA CD 6293 48080 000 CW18, and \$184,293.74 from Account No. IGA CD 6293 47850 000 CW 18, and \$121,098.14 from account CMP A 1315 48080 000 0000 for a total amount of \$815,678.20; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Department of Intergovernmental Affairs is hereby authorized and directed to extend and modify the contract for the second one-year extension period, from January 1, 2018 through December 31, 2018; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment in a total amount of \$815,678.20, are to be paid from Account No. IGA CD 6293 48080 000 CW17 in the amount of \$357,200.43, from Account No. IGA CD 6293 48080 000 CW18 in the amount of \$153,085.89, from Account No. IGA CD 6293 47850 000 CW 18 in the amount of \$184,293.74, and from account CMP A 1315 48080 000 0000 in the amount of \$121,098.14.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney
B. J. P.

TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: NOVEMBER 13, 2017

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

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

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

The total cost of the required support services is \$815,678.20 for the period January 1, 2018 through December 31, 2018. A total of \$357,200.43 is available in IGA CD 6293 48080 000 CW17. A total of \$153,085.89 is available in IGA CD 6293 48080 000 CW18, \$184,293.74 is available in IGA CD 6293 47850 000 CW18 and \$121,098.14 is available in CMP A 1315 48080 000 0000.

Therefore, it is respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor or his authorized designee, to execute the Extension of and Modification to the Supportive Services Agreement effective January 1, 2018 through December 31, 2018. The Extension of and Modification to the Supportive Services Agreement has been forwarded to the Town Attorney's Office for review.



Frank V. Sammartano
Commissioner

FVS:LS

Attachments

cc: Town Attorney (w/7 copies)

Meeting of November 24, 2015

Resolution No. 658-2015

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

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

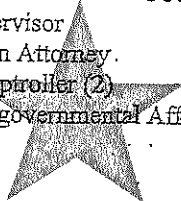
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted, and the Supervisor is hereby authorized to sign the abovementioned contract with Alcott HR LLC, for the period commencing January 1, 2016 through December 31, 2016, with three (3) one year extensions for an amount not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

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

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs



Reviewed By
Office of Town Attorney

**EXTENSION OF AND MODIFICATION
TO SUPPORTIVE SERVICES AGREEMENT**

THE TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs, Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 and Alcott HR Group, LLC, having its principal place of business at 71 Executive Boulevard, Farmingdale, New York 11735, wish to execute a Second Extension and Modification of their Supportive Services Agreement, dated January 1, 2016; and

WHEREAS, pursuant to Section 12, Paragraph(A), page 6 of said Agreement, which requires that both abovementioned parties give written consent to any extension or modification of same, the said parties hereby agree to the following, effective January 1, 2018:

The term of the aforesaid Supportive Services Agreement shall be extended for the period from January 1, 2018 through December 31, 2018. The total amount of this Agreement shall not exceed \$815,678.20. Said extension and modification, as well as specific items and their respective amounts, are delineated in Appendix 1A, which is attached hereto and made part of the Agreement as modified.

IN WITNESS WHEREOF, the above parties have executed the Second Extension and Modification to their Supportive Services Agreement on the ____ day of _____ 2017.

TOWN OF OYSTER BAY

By: _____

Title: _____

Date: _____

ALCOTT HR GROUP LLC

By: _____

Title: _____

Date: _____

APPENDIX IA

SECOND MODIFICATION AND EXTENSION TO CONTRACT DATED
JANUARY 1, 2016

NEW PROGRAM PERIOD: JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

NEW BUDGET – EMPLOYMENT AND TRAINING
THE ALCOTT GROUP

<u>Slot</u>	<u>Salary</u>	
1. Accountant	\$95,702.88	
2. Clerk	\$54,058.37	
3. Clerk	\$61,559.68	
4. Planner	\$7,500.00	
5. Counselor	\$54,710.24	
6. Counselor	\$53,711.84	
7. Counselor	\$63,679.62	
8. Counselor	\$45,395.17	
9. Counselor	\$45,395.17	
10. Counselor	\$63,027.33	
11. Clerk Part-time	\$16,664.68	
Total Salaries		\$ 561,404.98
Employee Insurance Cost Reimbursements		\$ 12,000.00
Fringe Benefits		\$ 213,907.23
Travel and Mileage Expense		\$ 2,002.00
2% PTO Buyback		\$10,963.99
Subtotal		\$ 800,278.20
The Alcott Group Administrative Service Fee		\$ 15,400.00
New Employee Set up Fee		\$ 0.00
TOTAL CONTRACT COST		\$815,678.20

Meeting of November 28, 2017

Resolution No. 786-2017

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated November 9, 2017, recommended that the Town Board authorize a refund in the amount of \$150.00 to Ronald A. Kenefick, from Account No. PAD B 0001 02110 000 0000, for a Zoning Board of Appeals fee, paid on May 31, 2017, because the variance is no longer needed,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund to Ronald A. Kenefick in the amount of \$150.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PAD B 0001 02110 000 0000.

-#-

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

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

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

Reviewed By
Office of Town Attorney

15

TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: NOVEMBER 9, 2017

SUBJECT: RESIDENT REFUND – RONALD A. KENEFICK
ZBA APPLICATION NO. 99085
190 COTTAGE BLVD, HICKSVILLE, NEW YORK 11801

An application for a variance was made to the Zoning Board of Appeals by Ronald A. Kenefick after he received a Notice of Rejection from the Building Division of the Department of Planning and Development. After reviewing his application, a fee of \$150.00 was assessed based upon that Notice of Rejection. The fee was paid by the applicant, Mr. Kenefick, and the check was processed and receipt No. 42471, dated May 31, 2017 was forwarded to Mr. Kenefick (copy attached).

It has since been determined by the Building Division that a variance was no longer needed.

In light of the aforementioned, a refund in the amount of \$ 150.00 should be made to the applicant, Ronald A. Kenefick, 190 Cottage Blvd, Hicksville, NY 11801. Funds are available for the above refund in account # PAD B 0001 02110 000 0000.



ELIZABETH L. MACCARONE
COMMISSIONER
PLANNING AND DEVELOPMENT

ELM:jf

cc: Town Attorney (w/7 copies)

Oct 17, 2017

Sean Jordan
Secretary to ZBA
74 Audrey Ave
Oyster Bay NY 11771

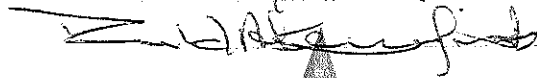
Dear Mr Jordan

I am writing this letter to request a refund for a fee of \$150.00 receipt # 42471 date May 31, 2017. The fee was for a variance for a bay window in my kitchen at my private residence at 190 Cottage Blvd Hicksville. It was later determined by the zoning board that a variance was not needed.

Enclosed please find a copy of the receipt, a claim form and copy of the check for \$150.00

Thanking you in advance for your assistance in this matter

Sincerely Yours



Ronald A. Henefick
190 Cottage Blvd
Hicksville NY 11801
516 [REDACTED]

PLANNING AND DEVELOPMENT
2017 OCT 23 A 11:07
TOWN OF OYSTER BAY



TOWN OF OYSTER BAY, AUDREY AVENUE, OYSTER BAY, NEW YORK 11771
BOARD OF APPEALS
RECEIPT
TELEPHONE: (516) 624-6232

NAME OF APPLICANT	Ronald Kerefuk	RECEIPT DATE	5-31-17	RECEIPT NO.	42471
RECEIVED FROM	Ronald Kerefuk	APPLICATION NO.	99085	CASE NO.	
STREET ADDRESS	190 College Blvd				
POST OFFICE	Hicksville N.Y. 11801	TYPE OF PAYMENT <input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER			

✓	REASON FOR FEE	ARTICLE AND SECTION	FEE PAID	✓	REASON FOR FEE	ARTICLE AND SECTION	FEE PAID
X	DEVELOPED PARCEL		150.00		SIGN-VARIANCE		
	UNDEVELOPED PARCEL				FALLOUT SHELTER		
	APPEAL				TIME EXTENSION		
	SPECIAL PERMIT OR USE				REHEARING		
	REDUCED PAVED PKG. AREA				MOTHER/DAUGHTER RES.		
	SPECIAL PERMIT SIGN						

COPY DISTRIBUTION

WHITE - APPLICANT


GREEN - NUMERICAL FILE

PINK - FILE

TOTAL FEE PAID 150.00

1959

PAY TO TOWN OF OYSTER DRY - ZBA \$150 ²⁰/₁₀₀
THE ORDER OF

THE ORDER OF One Hundred Fifty and $\frac{00}{100}$ DOLLARS  SEALY TRADING
CO. INC.
LONDON & NEW YORK



616-433-7663

3.1. Results

99085

~~065000090~~

CAPITAL ONE, NA

0013525636

06222017

RICHMOND, VA 043 21

Deposit

For Deposit **PAY TO THE ORDER OF**
Town of Oyster Bay
CAPITAL ONE
682.4008.764
MELVILLE NY 11747

FOR DEPOSIT ONLY
TOWN OF OYSTER BAY

Meeting of November 28, 2017

Resolution No. 787-2017

WHEREAS, Carol Ann Strafford, Director of Legislative Affairs, by memorandum dated November 9, 2017, recommends adoption of the following Town Board Meeting Schedule for 2018:

2018 Meeting Schedule

January	9	10:00 a.m.
January	23	7:00 p.m.
February	6	10:00 a.m.
February	27	7:00 p.m.
March	13	10:00 a.m.
March	27	7:00 p.m.
April	10	10:00 a.m.
April	24	7:00 p.m.
May	8	10:00 a.m.
May	22	7:00 p.m.
June	12	10:00 a.m.
June	26	7:00 p.m.
July	10	10:00 a.m.
July	24	10:00 a.m.
August	14	10:00 a.m.
September	18	10:00 a.m.
October	2	10:00 a.m.
October	16	10:00 a.m. and 7:00 p.m.
October	30	10:00 a.m.
November	20	7:00 p.m.
December	11	10:00 a.m.

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the abovementioned Town Board Meeting Schedule for 2018 is hereby adopted.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
All Departments

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

November 9, 2017

TO: MEMORANDUM DOCKET

FROM: CAROL ANN STRAFFORD, DIRECTOR, LEGISLATIVE AFFAIRS

THRU: OFFICE OF THE TOWN ATTORNEY

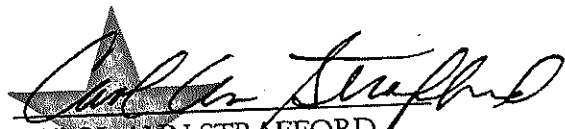
SUBJECT: PROPOSED TOWN BOARD MEETING DATES - 2018

The following are the proposed Town Board Meeting dates for 2018.

January	9	10 a.m.	July	10	10 a.m.
January	23	7 p.m.	July	24	10 a.m.
February	6	10 a.m.	August	14	10 a.m.
February	27	7 p.m.	September	18	10 a.m.
March	13	10 a.m.	October	2	10 a.m.
March	27	7 p.m.	October	16	10 a.m./7 p.m.
April	10	10 a.m.	October	30	10 a.m.
April	24	7 p.m.	November	20	7 p.m.
May	8	10 a.m.	December	11	10 a.m.
May	22	7 p.m.			
June	12	10 a.m.			
June	26	7 p.m.			

I respectfully request Town Board approval to set these dates for the 2018 Town Board Meeting Schedule.

JOSEPH NOCELLA
TOWN ATTORNEY


CAROL ANN STRAFFORD
DIR. LEGISLATIVE AFFAIRS

CAS
CC: Town Attorney (+ 7 copies)

WHEREAS, by Resolution No. 738-2015, adopted on December 15, 2015, the Town Board of the Town of Oyster Bay authorized and directed Cameron Engineering & Associates, LLP., to provide on-call engineering services in connection with Contract No. PWC09-16, On-Call Engineering Services Relative to Environmental Engineering, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highway, by memorandum dated November 21, 2017, requested Town Board authorization for Cameron Engineering & Associates, LLP., to provide On-Call Engineering Services relative to design and permitting for the installation of a new floating dock system on the east side of Oyster Bay Western Waterfront fishing pier under Contract No. PWC23-16, for Project ID No. 1502 PKSA 10, and further requested that the Office of the Comptroller issue an encumbrance order in an amount of \$32,100.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and Cameron Engineering & Associates, LLP., is hereby authorized to proceed to provide services in connection with Contract No. PWC23-16, On-Call Engineering Services Relative to Environmental Engineering, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$32,100.00, for Contract No. PWC 23-16, for Project ID No. 1502 PKSA 10, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001.

-#-

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

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

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

Reviewed By
Office of Town Attorney

16

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 21, 2017

TO : MEMORANDUM DOCKET

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


SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 17
DOCKET OF NOVEMBER 14, 2017
ON-CALL CONSULTANT SERVICE REQUEST RELATIVE TO
ENVIRONMENTAL ENGINEERING
CONTRACT NO. PWC23-16
ACCOUNT NO.: PKS-H-7197-20000-000-1502-001
PROJECT ID NO. 1502 PKSA-10

In furtherance to Item No. 17 of the docket of November 14, 2017, the consultant, Cameron Engineering & Associates, LLP, has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC23-16 by Resolution No. 738-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Parks, attached is a letter dated November 14, 2017 from Cameron Engineering & Associates, LLP regarding the scope of work to be performed in an amount not to exceed \$32,100.00. Services to be provided include design and permitting for the installation of a new floating dock system on the east side of the Oyster Bay Western Waterfront fishing pier.

Attached is an availability of funds in the amount of \$32,100.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS-H-7197-20000-000-1502-001.

It is hereby requested that the Town Board authorize, by Resolution, Cameron Engineering & Associates, LLP 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.


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

RWL/MR/ik

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Kathy Stefanich, Administrative Division/DPW

PWC23-16 CAMERON DOCKET OBWW PIER-EAST SUPP



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



Requesting Division/Department

PARKS

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

Contract Number PWC23-16
Contract Period 1/1/2016 - 12/31/2017
Consultant/Contractor CAMERON ENGINEERING & ASSOCIATES, LLP
Discipline ENVIRONMENTAL ENGINEERING
Total Authorization \$32,100.00
Resolution No. 738-2015 Date 12/15/2015
Funded To Date \$0.00
Amount Requested \$32,100.00
Account To Be Used PKS-14-7197-20000-000-1502-001 1502 PKSA-10

If Capital Account, State The Related Contract Number: DP17-169

Description Of Work

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

DESIGN AND PERMITTING SERVICES FOR OYSTER BAY WESTERN WATERFRONT

FISHING PIER - EAST SIDE FLOATING DOCKS

Work To Be Completed In Contract Period:

Yes ☒ No ☐

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

Required Insurances Are In Effect:

Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect:

Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title

DEPARTMENT OF PARKS

Title

Commissioner of Public Works

Date

Date

12/22/17

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 32,100.00

Unencumbered Balance 289,883.67

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

Yes ☒ No ☐

Signature [Signature]

Date

12/21/17



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2016

Contract No. PWC23-16

Contract End 12/31/2017

Commencement Date 11/23/2017

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

Vendor Name and Address

CAMERON ENGINEERING & ASSOCIATES, LLP

177 CROSSWAYS PARK DRIVE

WOODBURY, NEW YORK 11797

Requesting Town Department PARKS

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

DESIGN AND PERMITTING SERVICES FOR OYSTER BAY WESTERN WATERFRONT

FISHING PIER - EAST SIDE FLOATING DOCKS

This work order shall not exceed \$ 32,100.00

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

Requesting Division/Department

Signature [Signature]

Title COMMISSIONER/PARKS

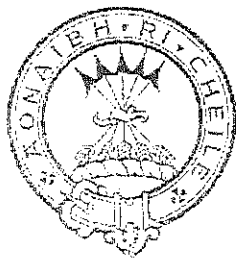
Date _____

Department Of Public Works Approval
Only To Be Executed By The Commissioner

Signature [Signature]

Commissioner of Public Works

Date 12/22/17



CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive
45 West 36th Street, Third Floor
303 Old Tarrytown Road, 1st Floor

Woodbury, NY 11797 (516) 827-4900
New York, NY 10018 (212) 324-4000
White Plains, NY 10603 (914) 721-8300

Active Member of **ACEC New York**
AMERICAN COUNCIL OF ENGINEERS, ARCHITECTS, AND ENVIRONMENTALISTS

November 14, 2017

Mr. Richard Lenz, P.E.
Commissioner of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, New York

Re: Western Waterfront Park
Floating Docks at East Side of Existing Fishing Pier
Revised Proposal for Civil Engineering Services: TOB DPW Contract No. PWC23-16
CP 8763 Task Order 1 – Revision 2

Dear Commissioner Lenz:

In accordance with your request and subsequent to our recent meeting, Cameron Engineering & Associates, LLP (Cameron Engineering) respectfully submits our Proposal for Civil Engineering Services for the referenced project. Below is a brief description of our understanding of the project, our proposed Scope of Services, and our Civil Engineering Fee for the work to be performed.

I. PROJECT DESCRIPTION

The Town of Oyster Bay (Town) seeks to install two (2) 6' +/- wide segments of floating docks on the east side of the existing fishing pier to create an aquaculture opportunity for the Baymen's Association (Baymen). Connected to the existing fishing pier on one end, and the existing bulkhead on the other, the floating docks would create a square or rectangular shaped area for the Baymen to utilize. Portions of the project area are exposed during low tide and completely submerged up to the bulkhead during high tide. During low tide, portions of old timber piles are exposed which may require removal to facilitate the new project.

Each of the two (2) segments will be approximately 100' long and require new timber piles for anchoring. It is our understanding that the floating docks will be accessible only from the bulkhead via a proposed aluminum gangway, and that only a physical connection and not a pedestrian connection to the fishing pier is required.

To facilitate the new pedestrian connection & gangway, the project will require removal and modification of the existing railing atop the bulkhead. Based on our meeting, the Town had initiated contact with the New York State Department of Conservation (NYSDEC). In an August 28, 2017 notice, the NYSDEC advised that detailed drawings and information is required.

Cameron Engineering will prepare the required drawings, cross sections and exhibits for permitting with the NYSDEC, as well as for bidding purposes. As required by the NYSDEC, this proposal includes survey services to provide soundings and indication of high & low water intervals. As discussed, geotechnical services will not be provided since the Town has recently installed wood piles in adjacent areas of the park and will provide Cameron Engineering with minimum pile depths and lengths.

Managing Partner

John D. Cameron, Jr., P.E.

Senior Partner

Joseph R. Amato, P.E.

Partners / Principals

Mark Wagner, CEP

Janice Iijina, P.E., AICP, CEP

Nicholas A. Kumbatovic, P.E.

Kevin M. McAndrew, R.L.A.

Associate Partner

Michael J. Hults, P.E.

Senior Associate

Glenn DeSimone, P.E., CPF

Associates

Andrew L. Narus, P.E.

Michael A. De Giglio, R.L.A.

Richard J. Zapolski, Jr., P.E.

"Celebrating Over 50 Years of Excellence in Planning and Engineering"

www.cameronengineering.com

CAMERON ENGINEERING

Mr. Richard Lenz, P.E. Commissioner of Public Works
Proposal for Civil Engineering Services (CP8763r2)

November 14, 2017
Page 2 of 4

It is our understanding that the floating docks will not be required to contain water and electric services. Based on previous experience, the Town has requested that the floating docks be pre-manufactured, similar to that of which has been utilized at other shoreline parks owned by the Town. Based upon similar floating docks at the adjacent boat launch ramps, the floating docks will be designed to lay on the surface during low tide. In the event the NYSDEC does not allow this, a separate platform connection from the bulkhead will be required to extend into the water. In this event a separate proposal will be provided to design & engineer the structure.

The scope of this work will be performed in conformance with the existing on-call agreement relative to Environmental Services, Contract No. PWC23-16.

II. SCOPE OF SERVICES

The specific Civil Engineering Services to implement the Project Description under this Proposal are as follows:

- A. Site Assessment
 - Perform site visit to evaluate existing conditions including the existing timber piles, and adjacent structures to connect too.
 - Perform survey with soundings, and high/low water elevations. Survey will be performed by a NYS licensed Surveyor and coordinated by Cameron Engineering.
 - Project kick-off meeting with Department of Public Works and/or Parks Department Staff.
- B. Construction Documents
 - Coordinate with preferred Town floating dock vendors.
 - Prepare detailed alignment drawing identifying location of proposed timber piles and floating dock improvements, as well as points of connection, including gangway to existing bulkhead.
 - Prepare written technical specifications, and incorporate along with drawings into the up-front section provided by the Town.
 - Prepare Engineers Cost Estimate
 - Attend two (2) meetings with Department of Public Works and/or Parks Department Staff.
- C. Permitting
 - Prepare and submit joint application (NYSDEC/USACE/NYS DOS)
 - Prepare necessary cross sections
 - Photo exhibits to support application
- D. Permit Allowance
 - Allowance in the sum of \$1,000 for purposes of NYSDEC permitting fees and/or public notice of application.
- E. Bid Services
 - Answer contractor questions and issue addenda, if required.
 - Evaluate bid submissions including making award recommendation to Town.
 - Attend one (1) meeting with Department of Public Works and/or Parks Department Staff.

CAMERON ENGINEERING

Mr. Richard Lenz, P.E. Commissioner of Public Works
Proposal for Civil Engineering Services (CP8763r2)

November 14, 2017
Page 3 of 4

- F. Construction Administration Services
 - Shop drawing & RFI review.
 - Attend one (1) on-site meeting pre-construction and perform two (2) site visits during construction.
 - Perform Punch List & project close-out.
- G. Construction Observation Services
 - Part time construction observation services.
 - Included is 40 hours of part time construction observation services extended over an anticipated 4 weeks.

III. ADDITIONAL SERVICES

With prior authorization, we would provide any of the following additional services:

- A. Survey of overall property, soil borings, material testing, as-built survey, etc.
- B. Fixed platform at bulkhead.
- C. Replacement of existing utilities, proposed utilities, or structural analysis of the existing bulkhead.
- D. Preparation of design associated with expanded project limits; design associated with unforeseen/unknown conditions discovered during construction; preparation of multiple contracts.
- E. Design for LEED, SEQOR Scope, SWPPP design, environmental studies, etc.
- F. Full-time on-site construction observation services.

IV. FEES AND PAYMENTS

- A. For the Project Description and Scope of Services Item II.A through D set forth herein, the Engineering Fee would be performed on a time card basis not to exceed \$32,100.
- B. For the Project Description and Scope of Services Item II.C through G set forth herein, the Engineering Fee would be performed on a time card basis not to exceed \$7,700.
- C. Reimbursable expenses are in addition to the fee for Professional Services. Items such as blueprinting and photocopying, photographic expenses, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost. We suggest budgeting \$450 for reimbursable expenses.
- D. Filing fees up to \$1,000 are included in the Permit Allowance. Fees in excess of that amount, if necessary, will be the responsibility of the Town. Site safety, supervision, direction, and construction means and methods, and techniques shall be the sole responsibility of the Contractors.

CAMERON ENGINEERING

Mr. Richard Lenz, P.E. Commissioner of Public Works
Proposal for Civil Engineering Services (CP8763r2)

November 14, 2017
Page 4 of 4

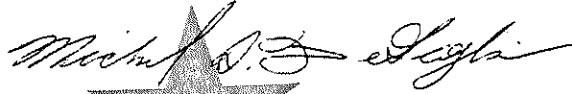
- E. Additional Services shall be authorized before the work commences. The Fee would be either a lump sum or performed on a time card (hourly rate) basis, as agreed, and billed monthly, as follows:
1. Lump Sum Basis: Percent of Completion
 2. Time Card Basis: Principal and technical staff time would be performed hourly in accordance with our Billing Rate Schedule in effect at the time the work is performed.
- F. Invoices shall be submitted regularly, covering the basic and additional work services performed and for reimbursable expenses incurred during that period. Client shall pay all costs for collection of fees including interest and reasonable attorney costs. Payment is due within 30 days of invoicing. Accounts must be up-to-date prior to submission of documents, signing of forms, etc.
- G. Completion of project does not guarantee approval by governing body; declination of project by governing body does not void payment responsibilities.

V. CONTRACT AUTHORIZATION

This letter represents the entire Revised Proposal. In order to initiate this contract, please forward your standard form of authorization for professional services.

We thank you for requesting this Revised Proposal and appreciate the opportunity to work with you on this project. Should you have any questions, or wish to discuss any item in greater detail, please do not hesitate to contact me directly at (516) 224-5206.

Very truly yours,



Michael A. De Giglio, RLA
Associate

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 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., 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

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, 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 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 Consultant's Agreement with the Town, 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 Coscignano	Aye
Councilman Pinto	Aye
Councilwoman Alesta	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

Reviewed by
Office of Town Attorney

Printed Name

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 13, 2017

TO: MEMORANDUM DOCKET

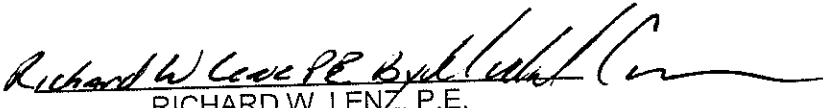
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO ENVIRONMENTAL ENGINEERING
CONTRACT NO. PWC23-16
SUPPLEMENTAL MEMO TO FOLLOW

The consultant, Cameron Engineering & Associates, LLP, 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 this time, the Division of Engineering is preparing the necessary paperwork to request an authorization for Cameron Engineering & Associates, LLP under Contract No. PWC23-16. The necessary documentation will be provided by supplemental memorandum docket.

It is therefor requested that a space be reserved on the Town Board calendar of November 28, 2017 for the Town Board to take action for an authorization for Cameron Engineering & Associates, LLP under Contract No. PWC23-16, On-Call Engineering Services for Environmental Engineering.


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

RWL/MR/dz

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Kathy Stefanich, Administrative Division/DPW

PWC23-16 CAMERON DOCKET WWF EAST PIER RESERVE



WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated November 13, 2017, indicated that Northrop Grumman Systems Corporation ("NGSC") has requested access to a segment of the Town right of way on North 5th Street, Bethpage, for the purpose of installing new groundwater test wells that will allow NGSC to continue monitoring the effectiveness of remedial systems that have been mandated by the New York State Department of Environmental Conservation; and

WHEREAS, a proposed site access agreement was negotiated by and between the Town and NGSC, which agreement provides, among other things, the guidelines pursuant to which NGSC will conduct its test well installation activities; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, recommended and requested that the Town Board of the Town of Oyster Bay (the "Town Board") authorize the Supervisor or his designee to execute said agreement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Supervisor, or his designee, is authorized to execute the North 5th Street site access agreement as previously negotiated by and between the Town and NGSC.

-#-

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

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

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

Reviewed By
Office of Town Attorney
[Signature]

21

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 13, 2017

TO : MEMORANDUM DOCKET

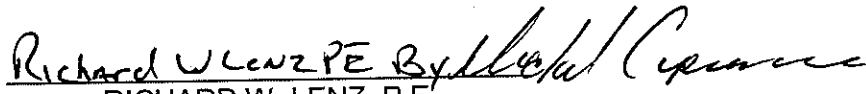
FROM : RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: SITE ACCESS FOR NORTHROP GRUMMAN SYSTEMS CORPORATION
TEST WELL INSTALLATIONS ON NORTH 5TH STREET, BETHPAGE

Northrop Grumman Systems Corporation ("NGSC") previously entered into an Order on Consent Index No. W1-1183-14-05 with the New York State Department of Conservation for the investigation and remediation of contamination within and emanating from areas within Bethpage Community Park. To facilitate this work, NGSC has requested access to Town right-of-way on North 5th Street, Bethpage, to install new groundwater test wells to allow for continued monitoring of the effectiveness of remedial systems that have been mandated by the New York State Department of Conservation.

The attached Site Access Agreement has been negotiated between the Town of Oyster Bay and NGSC, and provides the guidelines for which this work shall take place. This Agreement provides the Town with right to review, comment upon, and question the NGSC work plan, site operations, and safety measures. This Agreement has been reviewed and approved by the Office of the Town Attorney.

The Department of Public Works recommends and requests that the Town Board, by Resolution, approve the attached Site Access Agreement and authorize the Town Supervisor, or his designee, to execute this Agreement on behalf of the Town.


RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/MR/dz

Attachment

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Neil Bergin, Commissioner/Environmental Resources

TB DOCKET NGSC N5THST ACCESS

**SITE ACCESS AGREEMENT
NORTH FIFTH STREET MONITORING WELLS**

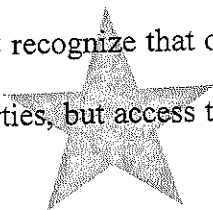
THIS ACCESS AGREEMENT (the "Agreement"), effective on the date of the last signature below (the "Effective Date") is entered into by and between NORTHROP GRUMMAN SYSTEMS CORPORATION and THE TOWN OF OYSTER BAY.

WITNESSETH:

WHEREAS, THE TOWN OF OYSTER BAY (the "TOWN") is a municipal corporation, having its principal place of business at Town Hall, Audrey Avenue, Oyster Bay, New York 11771; and

WHEREAS, NORTHROP GRUMMAN SYSTEMS CORPORATION ("NGSC"), having its place of business at 925 South Oyster Bay Road Bethpage, New York 11714, has entered into an Order on Consent Index # W1-1183-14-05 ("DEC Order") with the New York State Department of Environmental Conservation ("DEC"); and

WHEREAS, to properly carry out NGSC's obligations under the DEC Order, NGSC finds it necessary to access the Town Property in order to conduct investigations of environmental media, including sampling of soil and groundwater, and geotechnical testing (collectively, the "Work"). This agreement is limited to Work to be performed in connection with Highway Test Well applications that were filed on October 10, 2017, which work is to be performed on the portion of North Fifth Street shown on Exhibit "A " (the "Town Property"). The Town and NGSC recognize that other activities required by the DEC Order may take place on other Town properties, but access to other Town properties will be addressed by other access agreements; and



WHEREAS, in the spirit of cooperation and in order to expedite the remediation process and without assuming any remediation obligations, or any other obligations that are not set forth in this Agreement, the TOWN desires to cooperate with NGSC in its performance of its obligations under the DEC Order. In the spirit of cooperation, the Town requires that any investigation Work Plan be presented and discussed with the Town. NGSC understands that the Town Property is a public road and, as such, NGSC and its representatives will prepare their Work Plan so as to reasonably minimize any impact upon the public.

NOW, THEREFORE, for the purpose set forth above and in consideration of the promises and mutual covenants contained in this Agreement, it is hereby agreed as follows:

1. The TOWN agrees to provide NGSC and its duly authorized agents, employees, contractors, consultants and sub-consultants (collectively, the "NGSC Representatives") reasonable access (in accordance with Paragraphs 2 and 3 of this Agreement) to the Town Property for the purpose of conducting the Work. The Work shall include the closure of two monitoring wells and the installation of two new monitoring wells at the locations shown in Exhibit "A". Work, including any excavation, on the Town Property granted pursuant to this Agreement shall be limited to weekdays from 7:00 a.m. to 6:00 p.m., and none of the Work shall be permitted on Saturdays, Sundays, or official TOWN holidays, unless the TOWN agrees otherwise or unless required by to respond to an emergency.

2. NGSC agrees to conduct the Work, in cooperation with the TOWN, in a manner and on a schedule that reasonably minimizes the impacts on the Town, Town residents, the Town Property and the public. NGSC shall also participate in meetings with the TOWN prior to the commencement of the Work for the purposes of coordinating said Work and to reasonably minimize potential conflicts with the TOWN and its residents.

3. Prior to being provided access to the Town Property for any portion of the Work, NGSC shall provide the TOWN a copy of the Work Plan depicting the actions that NGSC intends to undertake and provide the Town a reasonable opportunity to review, comment and request additional information or changes to said plan. The Work Plan shall consist of a comprehensive compilation of drawings and descriptions to describe the scope of the work, Project components, mitigation measures (including, but not limited to, noise mitigation measures around the drill motors, traffic control signage, etc.), a schedule, and other relevant information. NGSC shall accommodate reasonable requests to modify the plan as long as said requests are not inconsistent with the plan approved by DEC and such requests do not add significant cost or time to the Work. NGSC shall also provide the TOWN with name and telephone number of two (2) emergency contacts who can be reached on a 24-hour basis in the event of emergency. Upon TOWN review of the Work Plan for each aspect of the Work, NGSC shall have access to the area of the Town Property shown on the respective Work Plan to perform the Work described in such Work Plan.

4. During all field activities, NGSC shall have on-site a representative who is qualified to supervise the Work to be undertaken, and whose name shall be submitted to the TOWN prior to such field activities. This individual shall be available for contact by telephone from the TOWN at all times during the performance of the Work in the event that the TOWN has a need to establish contact with an on-site representative of NGSC.

5. NGSC shall implement noise mitigation measures as described in Paragraph 3 above so as to mitigate impacts to adjacent residential properties.

6. In coordination with the Town and subject to the Town's approval, which approval shall not be unreasonably withheld or delayed, NGSC shall install appropriate signage

at suitable locations to alert motorists of any temporary roadway or traffic lane closures. Such signage shall be installed approximately one week in advance of the temporary roadway or traffic lane closures and shall be removed as soon as practicable upon the reopening of the roadway or lane(s). During the period of such roadway or traffic lane closures, NGSC shall provide a flag-person at all times during such closures in order to ensure public safety, particularly with respect to pedestrian and vehicular movements.

7. NGSC shall provide, when reasonably practicable, prior notice to the TOWN regarding additions, changes, or modifications to the Work that are to be performed at the Town Property. NGSC shall promptly inform the TOWN of any material or significant additions, changes or modifications in the Work made in the field. If an emergency condition arises such that NGSC needs to respond immediately, NGSC may address the emergency situation and provide prompt notice to the Town after the event.

8. Any and all solid waste, soil cuttings, and groundwater development water or any other waste generated as a result of the Work by NGSC Representatives shall be controlled, removed and disposed, and, if necessary treated, consistent with applicable law, at the sole cost and expense of NGSC. Work that involves excavation or soil disturbance shall be performed in accordance with a Community Air Monitoring Plan that will be part of the Work Plan. NGSC Representatives shall not perform any equipment decontamination on or at the Town Property, except as specified in the Work Plan.

9. NGSC shall provide to the TOWN a copy of any and all data and reports, that NGSC submits to the DEC, New York State Department of Health, or other regulatory agency regarding the Work covered by this Agreement. NGSC's provision of such data and reports to the TOWN shall be concurrent with NGSC's submission to said agency or agencies.

10. The Town may have a representative present to observe the Work and may, at its own cost and expense, take split samples as long as its sampling and analysis follows the same protocols as set forth in the applicable Work Plan.

11. All Project-related excavations in the Town Property shall be restored upon the completion of the Work, with all joints properly sealed, in accordance with good construction practice.

12. NGSC and NGSC Representatives shall be solely responsible for compliance with any and all applicable laws governing or relating to their activities pursuant to this Agreement, and all work performed at the Town Property shall be done in workmanlike manner.

13. NGSC Representatives having access to the Town Property shall maintain, at their sole cost and expense, the following insurance coverage: (a) worker's compensation insurance, as required by law, to cover employees engaged in the activities conducted pursuant this Agreement; (b) automobile insurance with a combined single limit of not less than \$1,000,000; (c) comprehensive commercial liability insurance with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$1,000,000; and (d) professional liability or contractor's pollution liability insurance with an aggregate limit of not less than \$5,000,000, with respect to the performance of the activities conducted pursuant to this Agreement. The TOWN and any participating consultants shall be named as an additional insured on the policies issued pursuant to (b), (c), and (d) above, except for professional liability insurance provided by its consultants, and NGSC shall provide the TOWN with certificates of insurance and policy endorsements prior to entry onto the Town Property.

14. NGSC shall indemnify and hold the TOWN and/or its agents, employees, tenants, invitees, contractors and/or consultants harmless from any and all losses, costs, damages, liens,

claims, actions, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements), resulting from personal injury or property damage of whatsoever kind whether direct or indirectly caused by the negligent acts or omissions or malfeasance of NGSC or NGSC Representatives arising from or by reason of the Work conducted by or on behalf of NGSC or NGSC Representatives at the Town Property pursuant to this Agreement. NGSC's obligation to indemnify and hold the TOWN harmless shall not apply to the extent the above-described losses, costs, damages, liens, claims, actions, liabilities, and expenses result from the negligence or malfeasance of the TOWN and/or its agents, employees, contractors, consultants, tenants, invitees or licensees. To the extent the negligent and/or intentional malfeasance of the TOWN and/or its agents, etc. caused or contributed in any way to the loss, cost, damage, claim, lien, action, liability, or expense, NGSC shall have no obligation to indemnify or hold the TOWN or its agents, etc. harmless with respect to the percentage of the loss, cost, etc. resulting therefrom. Under those circumstances, NGSC shall indemnify and hold the TOWN and its agents and consultants harmless only for that percentage of the loss, claim, etc. that resulted from the negligent conduct, omissions, or malfeasance of NGSC and/or the NGSC Representatives. NGSC's obligation to indemnify and hold the TOWN harmless relates exclusively to the Work performed and NGSC's access to the Town Property under this Agreement and shall not apply to any losses, claims, actions or liabilities arising from the environmental conditions existing at the Town Property at the time access to such area was first granted and/or to activities not undertaken as Work under this Agreement. This indemnification shall survive the expiration and/or termination of this Agreement. This Paragraph is not intended to be, nor shall it be interpreted as, a waiver or release by either party for any claim or potential claim arising outside of this Agreement.

15. This Agreement shall constitute a temporary license that may not be expanded or extended without the written consent of the TOWN, and the granting of access conferred by this Agreement shall not be construed as any form of tenancy interest or ownership interest in the Town Property or other type of interest.

16. This Agreement shall expire the earlier of either: (1) NGSC's written notification to the TOWN that NGSC's activities at the Town Property have been completed and that access to the Town Property is no longer needed with respect thereto, or (2) Notice by the Town Board of the TOWN, upon thirty (30) days' written notice and for good cause that it is terminating its grant of access provided under this Agreement to NGSC. Notice by the Town Board shall be preceded by a letter to NGSC informing them of the pending termination and the cause and providing NGSC 15 days to cure the cause.

17. This Agreement shall be binding upon and inure to the benefit of NGSC and the TOWN and their respective assigns, successors, and any subsequent owner, transferee, or lessee.

18. Except for notices referenced in Paragraphs 3, 7 and 9 all notices desired or required to be given hereunder, shall be given in writing by certified mail, return receipt requested, or by Federal Express, or other overnight courier service to the respective addresses shown below or such other address as the parties may later specify for that purpose by notice to the other party. All such notices shall be deemed given effective upon receipt.

If to NORTHROP GRUMMAN SYSTEMS CORPORATION:

Northrop Grumman Systems Corporation
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Attention: Law Department – Real Estate Notices

Falls Church, VA 22042-4511

With a copy to:

Aaron Gershonowitz, Esq.
Forchelli, Curto, Deegan, Schwartz, Mineo & Terrana, LLP
333 Earle Ovington Blvd.
Uniondale, NY 11553
Phone: (516) 248-1700

Environmental, Safety, Health and Medical Manager
Northrop Grumman Systems Corporation
925 South Oyster Bay Road
Mail Stop D08083 / BP15
Bethpage, NY 11714-3582

Northrop Grumman Systems Corporation
Attn: Sector Real Estate – Legal Notices
One Space Park Drive, M/S: K02620
Redondo Beach, CA 90278

If to the TOWN:

Office of the Town Attorney
TOWN OF OYSTER BAY
54 Audrey Avenue
Oyster Bay, N.Y. 11771
Attn: Matthew M. Rozea, Esq.
Phone: (516) 624-6150
Fax: (516) 624-6196

Richard Lenz P.E., Commissioner
TOWN OF OYSTER BAY
Department of Public Works
150 Miller Place
Syosset, N.Y. 11791
Phone: (516) 677-5706
Fax: (516) 677-5878

With a copy to:

James Altadonna, Jr., Town Clerk
TOWN OF OYSTER BAY
54 Audrey Avenue
Oyster Bay, N.Y. 11771
Phone: (516) 624-6133
Fax: (516) 624-6396

Communications other than legal Notices and necessary to coordinate field work, and to comply with Sections 3, 4 and 5 above may be directed to the following individuals:

If to Northrop Grumman Systems Corporation:

Edward Hannon
Environmental, Safety, Health and Medical Manager
Northrop Grumman Systems Corporation
925 South Oyster Bay Road Mail Stop D08083 / BP15
Bethpage, NY 11714-3582
Phone: (516) 575-2333

If to the Town:

Richard Lenz P.E., Commissioner
TOWN OF OYSTER BAY
Department of Public Works
150 Miller Place
Syosset, N.Y. 11791
Phone: (516) 677-5706
Fax: (516) 677-5878

19. This Agreement is not an admission of liability or responsibility as against either NGSC or the TOWN for any environmental contamination nor is this Agreement admissible in any proceeding except in connection with the enforcement of its terms. This Agreement shall not give rise to any rights by parties who are not signatories to this Agreement and may not be deemed to grant any rights whatsoever to third parties.

20. This Agreement is the complete and exclusive Agreement between the parties, notwithstanding any representations or statements to the contrary heretofore made.

21. Any modifications to this Agreement shall be in writing, executed by authorized representatives of NGSC and the TOWN, and shall specifically state that it is such a modification. This provision cannot be waived orally.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.

23. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement.

24. This execution of this Agreement by the Town has been authorized by Town Board Resolution _____, 2017, adopted on [insert date after Resolution is adopted], 2017.

IN WITNESS WHEREOF, NORTHROP GRUMMAN SYSTEMS CORPORATION
and TOWN OF OYSTER BAY have executed this Agreement.

NORTHROP GRUMMAN SYSTEMS CORPORATION

By: _____

Name: A J Paz

Title: Corporate Director of Real Estate

Dated: _____

TOWN OF OYSTER BAY

By: _____

Name: _____

Title: _____

Dated: _____

[INSERT NOTARY VERIFICATION PAGE]

ORDER DATED NOVEMBER 28, 2017.

ORDER OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK CALLING A PUBLIC HEARING TO CONSIDER PETITIONS OF THE BOARD OF COMMISSIONERS OF THE HICKSVILLE WATER DISTRICT FOR AUTHORIZATION TO ISSUE REFUNDING BONDS TO REFUND THE DISTRICT'S \$13,000,000 WATER DISTRICT (SERIAL) BONDS, 2011 AND TO ISSUE UP TO \$21,445,000 BONDS FOR THE DISTRICT'S 2017 CAPITAL IMPROVEMENT PROGRAM.

WHEREAS, the Town Supervisor has presented the Town Board with petitions of the Board of Commissioners of Hicksville Water District for authorization to issue refunding bonds to refund the District's \$13,000,000 Water District (Serial) Bonds, 2011 and to issue up to \$21,445,000 bonds for the District's 2017 Capital Improvement Program, which program constitutes an increase and improvement of the facilities of Hicksville Water District within the meaning of Section 202-b of the Town Law;

WHEREAS, the Town Supervisor has also presented the Town Board with the certificate required by Section 102.00 of the Local Finance Law in connection with such petitions;

WHEREAS, the Town Board now desires to call public hearing to consider such petitions;

NOW, THEREFORE, BE IT

ORDAINED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on December 12, 2017, at 10 A.M., Prevailing Time, for the purpose of conducting successive public hearings to consider the petitions referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subjects thereof concerning the same.

Reviewed By
Office of Town Attorney
[Signature]

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearings to be published in *Newsday*, a newspaper having general circulation in said Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on December 12, 2017, at 10 A.M., Prevailing Time, for the purpose of conducting public hearings to consider petitions by the Hicksville Water District in said Town, for authorization to issue up to \$9,200,000 refunding bonds to refund, in whole or in part, the outstanding portion of the District's \$13,000,000 Water District (Serial) Bonds, 2011 and to issue up to \$21,445,000 bonds for the District's 2017 Capital Improvement Program, which Program constitutes an increase and improvement of the facilities of Hicksville Water District within the meaning of Section 202-b of the Town Law, with an estimated maximum cost of \$21,445,000. Of said \$9,200,000 bonds, \$8,565,200 bonds would be chargeable against properties in the Hicksville Water District that are also in the Town of Oyster Bay, and of said \$21,445,000 bonds, \$19,965,295 bonds would be chargeable against properties in the Hicksville Water District that are also in the Town of Oyster Bay. The certificate of the Town Supervisor prepared pursuant to Section 102.00 of the Local Finance Law is reproduced below.

CERTIFICATE OF THE TOWN SUPERVISOR OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, DATED NOVEMBER 28, 2017, IN RESPONSE TO PETITIONS BY THE HICKSVILLE WATER DISTRICT FOR AUTHORIZATION TO ISSUE REFUNDING BONDS TO REFUND THE DISTRICT'S \$13,000,000 WATER DISTRICT (SERIAL) BONDS, 2011 AND TO ISSUE UP TO \$21,445,000 BONDS FOR THE DISTRICT'S 2017 CAPITAL IMPROVEMENT PROGRAM

1. The average full valuation of the Town of Oyster Bay is \$55,377,484,230. The most recent assessed valuation of the Town is \$143,981,459. The average full valuation of the real property in the Town subject to the levy of taxes or benefit assessments by or on behalf of the Hicksville Water District is \$6,749,082,307. The most recent assessed valuation of the real property in the Town subject to the levy of taxes or benefit assessments by or on behalf of the District is \$17,547,614.

2. The debt of the Town, prepared in accordance with Title 10 of Article 2 of the Local Finance Law, as of a date not more than thirty days previous to the date of this certificate, is \$ 771,670,000.

3. The amounts of indebtedness proposed to be contracted by the District is \$9,200,000, in the case of the refunding, and \$21,445,000, in the case of the District's 2017 Capital Improvement Program. The proportionate amounts of indebtedness which would be allocated to the Town pursuant to the procedures set forth in Section 120.00 of the Local Finance Law is 93.10% of such proposed indebtedness, or \$8,565,200 and \$19,965,295, for the refunding and the District's 2008-2013 Capital Improvement Program, respectively. The amounts of \$8,565,200 and \$19,965,295 are 0.01547% and 0.03605%, respectively, of the average full valuation of the Town of Oyster Bay, and 0.12691% and 0.29582%, respectively, of the average full value of the real property in the Town subject to the levy of taxes or benefit assessments by or on behalf of the Hicksville Water District.

Dated: Oyster Bay, New York
November 28, 2017

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF OYSTER BAY,
NASSAU COUNTY, NEW YORK

James Altadonna, Jr.

Town Clerk

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

____ Supervisor Saladino _____ VOTING AYE
____ Councilman Muscarella _____ VOTING AYE
____ Councilman Macagnone _____ VOTING AYE
____ Councilwoman Alesia _____ VOTING AYE
____ Councilwoman Johnson _____ VOTING AYE
____ Councilman Imbroto _____ VOTING AYE
____ Councilman Hand _____ VOTING AYE

The resolution was thereupon declared duly adopted.

* * * *

Cc: Supervisor
Town Attorney
Comptroller
Finance

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the resolution contained therein, held on November 28, 2017, with the
original thereof on file in my office, and that the same is a true and correct transcript therefrom and
of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.


I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public
notice of the time and place of said meeting to be given to the following newspaper and/or other
news media as follows:

<u>Newspaper and/or Other News Media</u>	<u>Date Given</u>
various publications throughout the Town of Oyster Bay	November 27, 2017

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

<u>Designated Location(s) of Posted Notice</u>	<u>Date of Posting</u>
bulletin board. 1st Floor 54 Audrey Ave. Oyster Bay, NY	November 27, 2017

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on November 28, 2017.



Town Clerk

(CORPORATE
SEAL)

CERTIFICATE OF THE TOWN SUPERVISOR OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, DATED NOVEMBER 28, 2017, IN RESPONSE TO PETITIONS BY THE HICKSVILLE WATER DISTRICT FOR AUTHORIZATION TO ISSUE REFUNDING BONDS TO REFUND THE DISTRICT'S \$13,000,000 WATER DISTRICT (SERIAL) BONDS, 2011 AND TO ISSUE UP TO \$21,445,000 BONDS FOR THE DISTRICT'S 2017 CAPITAL IMPROVEMENT PROGRAM

1. The average full valuation of the Town of Oyster Bay is \$55,377,484,230. The most recent assessed valuation of the Town is \$143,981,459. The average full valuation of the real property in the Town subject to the levy of taxes or benefit assessments by or on behalf of the Hicksville Water District is \$6,749,082,307. The most recent assessed valuation of the real property in the Town subject to the levy of taxes or benefit assessments by or on behalf of the District is \$17,547,614.

2. The debt of the Town, prepared in accordance with Title 10 of Article 2 of the Local Finance Law, as of a date not more than thirty days previous to the date of this certificate, is \$ 771,670,000.

3. The amounts of indebtedness proposed to be contracted by the District is \$9,200,000, in the case of the refunding, and \$21,445,000, in the case of the District's 2017 Capital Improvement Program. The proportionate amounts of indebtedness which would be allocated to the Town pursuant to the procedures set forth in Section 120.00 of the Local Finance Law is 93.10% of such proposed indebtedness, respectively, or \$8,565,200 and \$19,965,295, for the refunding and the District's 2008-2013 Capital Improvement Program, respectively. The amounts of \$8,565,200 and \$19,965,295 are 0.01547% and 0.03605%, respectively, of the average full valuation of the Town of Oyster Bay, and 0.12691% and 0.29582%, respectively, of the average full value of the real property in the Town subject to the levy of taxes or benefit assessments by or on behalf of the Hicksville Water District.

In Witness Whereof, I have set my hand as Town Supervisor, this November 28,

2017.

TOWN SUPERVISOR

Joseph S. Saladino by
Meggy W. Laiman
DEPUTY SUPERVISOR

Reviewed By
Office of Town Attorney

John M. Miller

23

Town of Oyster Bay Inter-Departmental Memo

November 14, 2017

To: Memorandum Docket
From: Rob Darienzo, Director of Finance
Subject: Order Calling for a Public Hearing

In order for the Hicksville Water District to refund previously issued bonds, a public hearing is required. It has been requested that the Town Board call a public hearing on December 12, 2017 for this purpose.

A resolution prepared by Bond Counsel is forthcoming.

Thank you.



Rob Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 7 copies)
Word/Documents/Docket/2017 hix water



Reviewed By
Office of Town Attorney

WHEREAS, Dawn Riley, Holiday Committee Co-Chair, Oyster Bay East Norwich Chamber of Commerce, Inc., P.O. Box 21, Oyster Bay, New York 11771, by letter dated November 1, 2017, has requested the closure of Spring Street at Audrey Avenue, Oyster Bay, including streets east and west of the Gazebo on Saturday, December 9, 2017, for its annual Holiday Tree Lighting Ceremony and Pop-Up shops, as well as the use of ten (10) complete barricades, to be delivered on Friday, December 8, 2017, for the event; and

WHEREAS, John P. Bishop, Deputy Commissioner of the Highway Department, by memoranda dated November 9, 2017, has advised that the Highway Department has no objection to the organization closing off Spring Street at Audrey Avenue, Oyster Bay, including streets east and west of the Gazebo on Saturday, December 9, 2017 from 12:00 p.m. until 8:00 p.m., and to providing ten (10) complete barricades for this event; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and the Highway Department, is hereby authorized to provide the closure of Spring Street at Audrey Avenue, Oyster Bay, including streets east and west of the Gazebo on Saturday, December 9, 2017, from 12:00 p.m. until 8:00 p.m., for its annual Holiday Tree Lighting Ceremony and Pop-Up shops, as well as the use of ten (10) complete barricades for the event, subject to the following conditions:

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

-#-

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

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

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

24
TOWN OF OYSTER BAY

Inter-Departmental Memo

November 9, 2017

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: OYSTER BAY EAST NORWICH CHAMBER OF COMMERCE ANNUAL HOLIDAY TREE
LIGHTING CEREMONY TO BE HELD AT 102 AUDREY AVENUE
DECEMBER 9, 2017.

Enclosed please find a copy of the letter from Dawn Riley, Holiday Committee Co-Chair, requesting our assistance on behalf of the Oyster Bay East Norwich Chamber of Commerce, in conducting their Annual Holiday Tree Lighting Ceremony and "Pop-Up" shops on Saturday, December 9, 2017.

The Highway Department has no objection to the organization closing off Spring Street at Audrey Avenue, including streets east and west of the Gazebo on Saturday, December 9, 2017 from 12:00 pm until 8:00 pm for their Annual Holiday Tree Lighting Ceremony and "Pop-Up" shops. Further, the Highway Department can readily supply ten (10) complete barricades for the event.

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



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/taw
Attachments

C: Town Attorney (7) copies
Richard Lenz, P.E., Commissioner DPW
Doug Robalino, General Foreman
Steve Kelly, Sign Bureau

Justin McCaffrey, Public Safety



2017 BOARD

Officers

Alex Gallego - President
 Michael McGowan - Vice President
 Susan Dernbo - Secretary
 Walter Imperatore - Treasurer

Dottie Simons - Past President
 Michele Browner - Past President

Directors

Robert L. Brusca, Esq.
 Kevin Chetram
 Catherine Drabin
 James Fuccio, Esq.
 Kelly Fuhrmann
 Rich LaMarca
 Patrick Lough
 Rustan Lundstrum
 John McEvoy
 Angelo Mylonas
 Jim Perna
 Dawn Riley

Board Members Emeritus

Austin Azzaretto
 Paige Dawson

Executive Administrator
 Darcy Tabako

November 1, 2017

Commissioner Bishop
 Town of Oyster Bay DPW, Highway Division
 150 Miller Place
 Syosset, NY 11791

Dear Commissioner Bishop:

The Oyster Bay-East Norwich Chamber of Commerce is hereby requesting that lower Audrey Avenue in Oyster Bay Hamlet from the intersection of Spring Street, including the roadways to the east and west of the bandstand, to the area just past 102 Audrey Avenue (Railroad Museum Preview Center) be closed for the Annual Holiday Tree Lighting Ceremony, including the "Pop-Up" shops (on street merchants selling holiday gift items). Additionally, we are requesting use of the parking lot between Town Hall West and 102 Audrey Avenue. We will need this closing on **Saturday, December 9, 2017 from the hours of 1pm to 6:30pm.**

We are requesting **10 barricades** for traffic control for this event. These will need to be delivered on Friday, December 8, 2016 to the bandstand area.

The required Certificate of Insurance with Endorsement naming the Town of Oyster Bay as additional insured in the amounts of \$1,000,000.00 bodily injury and \$500,000.00 property damage will be sent to your attention under separate cover.

If there are any questions or further requirements you may contact me directly at 516-922-6464.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Riley".

Dawn Riley
 Holiday Committee Co- Chair

PO Box 21
 Oyster Bay, New York 11771
 (516) 922-6464
 obenchamber@gmail.com
 www.visitoysterbay.com



OYSTBAY-02

RLATHAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2017

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

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

PRODUCER Brooks Robb & Callahan PO Box 118 Oyster Bay, NY 11771	CONTACT NAME: PHONE (A/C, Ho, Ext): (516) 922-6500 FAX (A/C, Ho): (516) 922-6272 EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Ins Co of the Midwest INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	12SSMUQ3886	05/10/2017	05/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STRIKE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured - per form IH 12 00 11 85 T - for Holiday Market and Tree Lighting on 12/3/17

CERTIFICATE HOLDER

CANCELLATION

Town Of Oyster Bay,
150 Millier Pl
Syosset, NY 11771

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

AUTHORIZED REPRESENTATIVE

Reviewed By
Office of Town Attorney

ACORD 25 (2016/03)

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the inception Date of the policy unless another date is indicated below:

Policy Number: 12 SBM UQ3886 SB

Named Insured and Mailing Address; OYSTER BAY EAST NORWICH CHAMBER OF
COMMERCE
PO BOX 21
OYSTER BAY NY 11771

Policy Change Effective Date: 12/09/17

Effective hour is the same as stated in the
Declarations Page of the Policy.

Policy Change Number: 007

Agent Name: BC CONSULTING SERVICES LLC
Code: 128308

POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IN12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.416

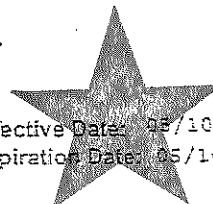
THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 11/01/17

Page 001

Reviewed By
Office of Town Attorney

Policy Effective Date: 05/10/17
Policy Expiration Date: 05/10/18



POLICY NUMBER: 12 SEM UQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

RE: DECORATIVE HOLIDAY LIGHTING

VERIZON
2020 WANTACH AVE
WANTACH, NY 11783
RE: DECORATIVE HOLIDAY LIGHTING

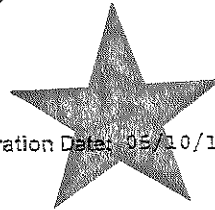
PSEG
176 EAST OLD COUNTRY RD
HICKSVILLE, NY 11801
RE: DECORATIVE HOLIDAY LIGHTING

TOWN OF OYSTER BAY
150 MILLER PL
SYOSSET, NY 11791
RE: HOLIDAY MARKET AND TREE LIGHTING ON 12/9/17

Reviewed By
Office of Town Attorney

Form IH 12 00 11 65 T SEQ. NO. 002 Printed in U.S.A. Page
Process Date: 11/01/17

Expiration Date: 05/10/18



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

This Agreement is made this 1st day of Nov. 2017 by Oyster Bay - E. Norwich Chamber of Commerce
 (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or
 equipment located at and/or described as 10 Barnacles
Lower Audrey Ave. from intersection of Spring St. to area up
to 102 Audrey Ave. including areas/streets east & west of
Bandstand + parking lot on lower Audrey Ave. (town hall west)
 For the event described as Holiday Market & Tree Lighting
 The property/equipment is need from 12/8/17 to 12/11/17
 The event for which the property and/or equipment is requested () is () is not a not a profit making
 event.

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

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

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

Name of Organization:

Oyster Bay - E. Norwich Chamber
of Commerce

Address of Organization:

P.O. Box 21
Oyster Bay, NY 11771

By:

Michelle Browner

Authorized Representative

Title:

Holiday Committee Chair

Telephone Number:

516 - [REDACTED] @

Reviewed By
 Office of Town Attorney

[Signature]

DATE: 11/3/17

TO: HIGHWAY OPERATIONS

SUBJECT: Oyster Bay East Norwich Chamber of Commerce

PLEASE DELIVER TO:

DATE OF EVENT: 12/9/17

Audrey Avenue from Gazebo
North and including lot between
102 Audrey & Town Hall

SNOW FENCE:

BARRICADES: 10

CONTACT: Dawn Riley
516- [REDACTED]

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 12/8/17

PICKUP ON: 12/11/17

SWEEPING BEFORE AFFAIR IS NEEDED:

	XX
YES	NO

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

JPB/taw


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT


CC: Doug Robalino, General Foreman 002
Peter Brown, Regional Foreman 003
John Collins, Regional Foreman 009
Dan Kornfeld

Jeff VanNostrand
Public Safety Division

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

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

WHEREAS, Joseph Nocella, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated November 13, 2017, have advised that claimant alleges that she sustained multiple herniations to the lumbar and thoracic spine, and loss of wages from the late of incident, October 10, 2013 through March 2014, as a result of contact with a Town pay-loader at the Town Solid Waste Disposal Complex at 101 Bethpage-Sweet Hollow Road in Old Bethpage, New York; and

WHEREAS, after extensive negotiations, the matter has settled for \$75,000.00. The Town is to pay \$37,500.00 and defendant Laser Industries, Inc. is to pay \$37,500.00 in full resolution of all claims of Claimants,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the Town Board finds that it is just, reasonable, and in the best interests of the Town to settle this matter for the sum of \$37,500.00, which sum is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to claimant, Andrew Pauciullo, with regard to Claim No. 2014-4300 and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to "Andrew Pauciullo and Hogan & Cassell, LLP" in the amount of \$37,500.00; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. 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:

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

cc: Supervisor (2)
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

26

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : November 13, 2017

SUBJECT: SETTLEMENT OF NEGLIGENCE CLAIM
Claimant: Pauciullo v. Town of Oyster Bay
Claim No.: 2014-4300

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

The above referenced claim arose as a result of an incident that occurred on October 10, 2013. Claimant, Andrew Pauciullo suffered personal injuries when he was struck by a pay-loader being operated by Town employee Angelo Abbondandolo at the Town Solid Waste Disposal Complex at 101 Bethpage-Sweet Hollow Road in Old Bethpage, New York. Claimant alleges numerous injuries including disc herniation at C6-7; C5-6, T1-2 and T2-3. Further, claimant alleges incapacity from work from October 10, 2013 through March 2014. Claimant brought suit against the Town and its driver, Mr. Abbondandolo, as well as Laser Industries, Inc., a contractor performing work for the Town at the Facility, but not at the specific location of the incident.

After extensive settlement negotiations, this matter was settled prior to jury selection. The action settled for a total of \$75,000.00. Of that amount, the Town is to pay \$37,500.00 and Laser Industries is to pay \$37,500.00 in full resolution of all claims of Claimant. It is this Office's opinion that such settlement is just, reasonable, and in the best interests of the Town given the uncertainties associated with litigation.

Accordingly, we have attached a resolution authorizing payment of \$37,500.00, together with copies of a Stipulation of Discontinuance and a General Release executed by the claimant. The attached General Release reflects release of both the Town and of Town employee, Angelo Abbondandolo. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000.

JOSEPH NOCELLA
TOWN ATTORNEY

Jeffrey A. Lesser
Deputy Town Attorney

JAL:ba
Attachment

cc: Town Attorney (w/7 copies)

S:\Attorney\RESOS 2017\MD & RESO\Pauciullo MD.docx

GENERAL RELEASE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN KNOW THAT Andrew Pauciullo, as Releasor(s), in consideration of the sum of Seventy-Five Thousand Dollars (\$75,000). The sum of \$37,500.00 shall be received by Plaintiff from the Town of Oyster Bay and Plaintiff shall receive the sum of \$37,500.00 from Lazer Industries, Inc. ("Lazer"). In exchange for said payments totaling \$75,000.00, Plaintiff shall release the following entities: Lazer, the Town of Oyster Bay, Angelo Abbondandolo, Nationwide Insurance ("Nationwide") and Harleysville of New York ("Harleysville") (the "Releasees). Any and all claims by and between the Releasor and the Releasees are hereby released and discharged. The release discharge shall apply the Releasee(s), their heirs, executors, administrators, successors, and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, against the Releasees, Releasor, Releasors' heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have, for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Release.

In particular for injuries sustained by Andrew Pauciullo on October 10, 2013.

Additionally, Andrew Pauciullo agrees to hold harmless and indemnify defendants, Town of Oyster Bay, Angelo Abbandandolo, Lazer, Nationwide and Harleysville, and all of its legal representatives, their heirs, executors, administrators, successors, and assigns from any and all outstanding liens whether known or unknown related to the accident of October 10, 2013.

The words "Releasor" and "Releasee" include all Releasors and all Releasees under this RELEASE.

This RELEASE may not be changed orally.


IN WITNESS WHEREOF, the Rellesor has hereunto set Rellesor's hand and seal on the
day of July 2017,

IN PRESENCE OF:

ANDREW PAUCIULLO

[illegible]

On the 29th day of July, 2017, before me personally came ANDREW PAUCIULLO, to me known, and known to me to be the individuals described herein, and who executed the foregoing RELEASE, and duly acknowledged to me that he executed the same.


MICHAEL D. CASSELL
Notary Public, State of New York
No. 02CA6146773
Qualified in Suffolk County
Commission Expires May 30, 2018

MICHAEL D. CASSELL
Notary Public, State of New York
No. 02CA6146773
Qualified in Suffolk County
Commission Expires May 30, 2018

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU-----X
ANDREW PAUCIULLO,

Plaintiff,

Index No.: 600046-2015

-against-

STIPULATION OF DISCONTINUANCETOWN OF OYSTER BAY, LAZER
INDUSTRIES, INC. AND ANGELO
ABBANDDANDOLO,Defendants.
-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, attorneys of record for the parties that this action is hereby discontinued with prejudice, without further costs or disbursements to either party as against the other, and it is also represented that no signing party hereto is an infant or incompetent person for whom a committee has been appointed, and no person not a party has an interest in the subject matter of the action.

This stipulation may be filed with the Clerk of the Court without further notice.

Dated: Jericho, New York

July 31, 2017

Dated: Woodbury, New York

_____, 2017

Hogan & Cassell, LLP
Attorneys for PlaintiffBy: SHAWN K. HOGAN
500 North Broadway, Suite 153
Jericho, New York 11753
(516) 942-4700Milber Markis Plousadis & Seiden, LLP
Attorneys for Defendants

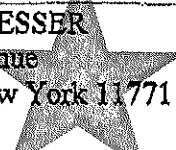
By: _____

FRANK MATTERA
1000 Woodbury Road, Suite 402
Woodbury, New York 402
(516) 712-4000

Jeffrey A. Lesser
Deputy Town Attorney
Attorneys for Defendants Town Of Oyster Bay and Angelo Abbandandolo

By: 

JEFFREY A. LESSER
54 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6150



**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hogan and Cassell LLP		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <input type="checkbox"/> Other (see instructions) ▶ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 500 North Broadway Suite 153		Requester's name and address (optional)
6 City, state, and ZIP code Jericho New York 11753		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
2	0
4	7
5	9
5	6
0	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶ *Mich C. O.*

Date ▶ *7/28/17*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

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

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

WHEREAS, Joseph Nocella, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated November 14, 2017, have advised that claimant alleges that she sustained multiple disc herniations to her cervical spine as a result of a motor vehicle accident with a Town garbage truck on Woodbury Court in Hicksville as the garbage truck was backing out of Woodbury Court and onto Woodbury Road; and

WHEREAS, after extensive negotiations, the matter has settled for \$37,500.00 in full resolution of all claims of Claimants,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the Town Board finds that it is just, reasonable, and in the best interests of the Town to settle this matter for the sum of \$37,500.00, which sum is hereby authorized and approved by the Town Board of the Town of Oyster Bay, as full settlement to claimant, Christina Varthis, with regard to Claim No. 2013-4140 and the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to "Christina Varthis and Rovegno & Cerrato, LLP" in the amount of \$37,500.00; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. 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:

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

cc: Supervisor (2)
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

27

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : November 14, 2017

SUBJECT: SETTLEMENT OF NEGLIGENCE CLAIM
Claimant: Varthis v. Town of Oyster Bay
Claim No.: 2013-4140

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

The above referenced claim arose as a result of an incident that occurred on April 30, 2013. Claimant, Christina Varthis alleges to have sustained personal injuries following an automobile accident on Woodbury Court in Hicksville, New York. Claimant was proceeding on Woodbury Court when a garbage truck, operated by Town employee John Sayres came into contact with Claimant's Honda motor vehicle. The garbage truck was backing up so to exit Woodbury Court and onto Woodbury Road. Claimant alleges disc herniation at C3-4; at C4-5 with impingement on the nerve root; at C5-6, and at C6-7. Claimant brought suit against the Town and its driver, Mr. John Sayres.

After extensive settlement negotiations, this matter was settled prior to jury selection. The action settled for \$37,500.00 in full resolution of all claims of Claimant. It is this Office's opinion that such settlement is just, reasonable, and in the best interests of the Town given the uncertainties associated with litigation.

Accordingly, we have attached a resolution authorizing payment of \$37,500.00, together with copies of a Stipulation of Discontinuance and a General Release executed by the claimant. The attached General Release reflects release of both the Town and of Town employee, John Sayres. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000.

JOSEPH NOCELLA
TOWN ATTORNEY


Jeffrey A. Lesser
Deputy Town Attorney

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

S:\Attorney\RESOS 2017\MD & RESO\Varthis MD.docx



ROVEGNO & CERRATO, LLP

ATTORNEYS AND COUNSELORS AT LAW
1010 Northern Boulevard
Great Neck, New York 11021
Suite 312

03331DVO/ JAT

ROBERT P. ROVEGNO
LOUIS J. CERRATO

Phone
516-876-9600
516-742-7900
718-261-4141

ROVEGNO@RCLAW.INFO
LCERRATO@RCLAW.INFO
RBTAYLOR@RCLAW.INFO
DMUNRO@RCLAW.INFO

Counsel

ROBERT B. TAYLOR
DAWN A. MUNRO

Fax
516-414-5430
516-742-7999

MEMBERS:

NEW YORK STATE & FEDERAL BARS

August 9, 2017

Joseph A. Potenza, Esq.
Cascone & Kluepfel, LLP
1399 Franklin Avenue, Suite 302
Garden City, New York 11530

Re: Christina Varthis v. John P. Sayres and Town of Oyster Bay
Your File No.: 03331DVO
Supreme/Nassau Index No.: 004842/14

Dear Mr. Potenza:

Enclosed please find original duly executed General Release settling the above captioned matter for the sum of \$37,500.00 together with Stipulation of Discontinuance and Form W-9.

Kindly process the settlement documents in the above-described matter and issue a settlement draft payable jointly to "Christina Varthis and Rovegno & Cerrato, LLP" within twenty-one (21) days to protect our client's rights under CPLR 5003-a. In this regard our tax identification number is 47-4658662.

Plaintiff agrees to hold defendants and their insurance carrier, its agents, attorneys and/or employees, harmless and will defend and indemnify defendants and said insurance carrier, its agents, attorneys and employees, for all claims, costs and expenses, including attorney fees, relating to all liens and/or rights of subrogation, either known or unknown, held by any third party, including, but not limited to Medicare, Medicaid and/or any private medical insurance carrier in the event that said lien and/or right of subrogation is asserted against any defendant or insurance carrier, its agents, attorneys and/or employees.

Thank you in advance for your anticipated cooperation.

Very truly yours,

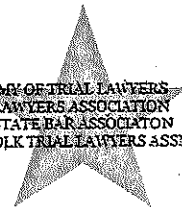
LOUIS J. CERRATO

LJC/tas
Enclosures

AMERICAN BAR ASSOCIATION
AMERICAN ASSOCIATION FOR JUSTICE
COLUMBIAN LAWYERS ASSN./NASSAU CTY.
COLUMBIAN LAWYERS ASSN./QUEENS CTY.

MEMBERS
NASSAU COUNTY BAR ASSOCIATION
NASSAU LAWYERS' ASSOCIATION
QUEENS COUNTY BAR ASSOCIATION
GREAT NECK BAR ASSOCIATION
WESTCHESTER COUNTY BAR ASSOCIATION

NYS ACADEMY OF TRIAL LAWYERS
NYS TRIAL LAWYERS ASSOCIATION
NEW YORK STATE BAR ASSOCIATION
NASSAU-SUFFOLK TRIAL LAWYERS ASSN.



TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT CHRISTINA VARTHIS, INDIVIDUALLY, being over the age of eighteen (18) years, and residing at 61 Ronald Avenue, Hicksville, New York 11801, as RELEASOR,

In consideration of the sum of THIRTY SEVEN THOUSAND FIVE HUNDRED (\$37,500.00) DOLLARS received from JOHN P. SAYRES AND TOWN OF OYSTER BAY, as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges JOHN P. SAYRES AND TOWN OF OYSTER BAY, the RELEASEE, RELEASEE's heirs, executors, administrators, employees, agents, officers, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever in law, admiralty, or equity, which against the RELEASEE, the RELEASOR, RELEASOR's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

RELEASOR agrees to hold RELEASEEs and their respective insurance carriers, its agents, attorneys and/or employees, harmless and will defend and indemnify RELEASEE and said insurance carrier, its agents, attorneys and employees, for all claims, costs and expenses, including attorney fees, relating to all liens and/or rights of subrogation, either known or unknown, held by any third party, including, but not limited to Medicare, Medicaid and/or any private medical insurance carrier in the event that said lien and/or right of subrogation is asserted against any defendant or their insurance carrier, its agents, attorneys and/or employees.

ROVEGNO & CERRATO, LLP (TAX I.D. NO. 47-4658662)

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

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR has hereunto set RELEASOR's hand and seal the 9th day of August, 2017.

In presence of

Christina VartHis
CHRISTINA VARTHIS

STATE OF NEW YORK; COUNTY OF NASSAU

On the 9th day of August, 2017, before me the undersigned personally appeared CHRISTINA VARTHIS personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Theodora A. Salerno

Notary Public

THEODORA A. SALERNO
Notary Public, State of New York
No. 01SA4631401
Qualified in Nassau County
Commission Expires 11/30/2018

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CHRISTINA VARTHS

Plaintiff,

-against-

JOHN P. SAYRES AND TOWN OF OYSTER BAY,

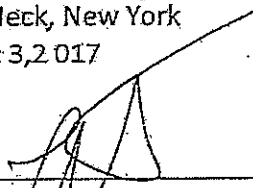
Defendants.

STIPULATION OF DISCONTINUANCE

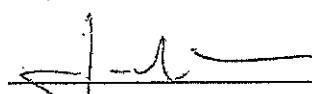
Index No.: 004842/14

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

Dated: Great Neck, New York
August 3, 2017



ROVEGNO & CERRATO, LLP
Attorneys for Plaintiff
1010 Northern Blvd., Suite 312
Great Neck, New York 11021



CASSONE & KLUEPFEL, LLP
Attorneys for Defendants
1399 Franklin Avenue, Suite 302
Garden City, New York 11530

Request for Taxpayer
Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name as shown on your income tax return (Name is required on this line; do not leave this line blank)

Rovegno & Cerrato, LLP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership):

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box on the line above for the tax classification of the single-member owner.

☒ Other (see instructions) ▶

LLP

4 Exemption codes apply only to certain entities, not individuals; see instructions on page 3:

Exemption code (if any):

Exemption from FATCA reporting code (if any):

Always to be completed unless the U.S.

5 Address (number, street, and apt. or suite no.)

1010 Northern Blvd., Suite 312

6 City, state, and ZIP code

Great Neck, New York 11021

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

000-00-0000

or

Employer identification number

47-4658662

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any), indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

8/9/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

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

- Form 1096 (house mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

WHEREAS, by Resolution No. 751-2015, adopted on December 15, 2015, the Town Board of the Town of Oyster Bay authorized and directed Cameron Engineering & Associates, LLP., to provide on-call engineering services in connection with Contract No. PWC09-16, On-Call Engineering Services Relative to Site Development, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highway, by memorandum dated November 21, 2017, requested Town Board authorization for Cameron Engineering & Associates, LLP., to provide On-Call Engineering Services relative to design of the replacement of the floating dock system on the west side of Oyster Bay Western Waterfront fishing pier under Contract No. PWC09-16, for Project ID No. 1502 PKSA 10, and further requested that the Office of the Comptroller issue an encumbrance order in an amount of \$16,600.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001; and

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and Cameron Engineering & Associates, LLP., is hereby authorized to proceed to provide services in connection with Contract No. PWC09-16, On-Call Engineering Services Relative to Site Development, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount of \$16,600.00, for Contract No. PWC 09-16, for Project ID No. 1502 PKSA 10, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001.

-#-

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

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

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

Reviewed By
Office of Town Attorney

17

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 21, 2017

TO : MEMORANDUM DOCKET

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


SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 19
DOCKET OF NOVEMBER 14, 2017
ON-CALL CONSULTANT SERVICE REQUEST RELATIVE TO
SITE DEVELOPMENT
CONTRACT NO. PWC09-16
ACCOUNT NO.: PKS-H-7197-20000-000-1502-001
PROJECT ID NO. 1502 PKSA-10

In furtherance to Item No. 19 of the docket of November 14, 2017, the consultant, Cameron Engineering & Associates, LLP, has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC09-16 by Resolution No. 751-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Parks, attached is a letter dated November 13, 2017 from Cameron Engineering & Associates, LLP regarding the scope of work to be performed in an amount not to exceed \$16,600.00. Services to be provided include design of the replacement of the floating dock system on the west side of the Oyster Bay Western Waterfront fishing pier.

Attached is an availability of funds in the amount of \$16,600.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS-H-7197-20000-000-1502-001.

It is hereby requested that the Town Board authorize, by Resolution, Cameron Engineering & Associates, LLP under Contract No. PWC09-16, On-Call Engineering Services Relative to Site Development and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


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

RWL/MR/ik

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Kathy Stefanich, Administrative Division/DPW

PWC09-16 CAMERON DOCKET OBWW PIER-WEST SUPP

NOV 21 2017
10 58 AM
10 58 AM
10 58 AM



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



Requesting Division/Department

PARKS

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

Contract Number PWC09-16
Contract Period 1/1/2016 - 12/31/2017
Consultant/Contractor CAMERON ENGINEERING & ASSOCIATES, LLP
Discipline SITE DEVELOPMENT
Total Authorization \$16,600.00
Resolution No. 751-2015 Date 12/15/2015
Funded To Date \$0.00
Amount Requested \$16,600.00
Account To Be Used PKS-H-7197-20000-000-1502-001 1502 PKSA-10

If Capital Account, State The Related Contract Number: DP17-169

Description Of Work

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

DESIGN SERVICES FOR OYSTER BAY WESTERN WATERFRONT

FISHING PIER - WEST SIDE FLOATING DOCKS

Work To Be Completed In Contract Period: Yes ☒ No ☐
A "No" response will require Town Board authorization to extend the contract period.
Required Insurances Are In Effect: Yes ☒ No ☐
A "No" response will prevent further processing of this form.
Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]
Title DEPARTMENT OF PARKS
Date 11/20/17

Signature [Signature]
Title Commissioner of Public Works
Date 11/22/17

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 16,600.00

Unencumbered Balance 289,883.67

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

Signature [Signature] Date 11/21/17



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2016

Contract No. PWC23-16

Contract End 12/31/2017

Commencement Date 11/23/2017

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

Vendor Name and Address

CAMERON ENGINEERING & ASSOCIATES, LLP

177 CROSSWAYS PARK DRIVE

WOODBURY, NEW YORK 11797

Requesting Town Department PARKS

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

DESIGN SERVICES FOR OYSTER BAY WESTERN WATERFRONT

FISHING PIER - EAST SIDE FLOATING DOCKS

This work order shall not exceed \$ 16,600.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title COMMISSIONER/PARKS

Commissioner of Public Works

Date 11/20/17

Date 11/22/17



CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive
45 West 36th Street, Third Floor
303 Old Tarrytown Road, 1st Floor

Woodbury, NY 11797
New York, NY 10018
White Plains, NY 10603

(516) 827-4900
(212) 324-4000
(914) 721-8300

Active Member of

ACEC New York
American Council of Engineering Companies

Managing Partner

John D. Cameron, Jr., P.E.

Senior Partner

Joseph R. Amato, P.E.

Partners / Principals

Mark Wagner, C.E.P.

Janice Iijima, P.E., AICP/CEP

Nicholas A. Kambarovic, P.E.

Kevin M. McAndrew, R.L.A.

Associate Partner

Michael J. Hults, P.E.

Senior Associate

Glenn DeSimone, P.E., CPE

Associates

Andrew L. Narus, P.E.

Michael A. De Giglio, R.L.A.

Richard J. Zapolski, Jr., P.E.

November 13, 2017

Mr. Richard Lenz, P.E.
Commissioner of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, New York

Re: Western Waterfront Park
Floating Docks at West Side of Existing Fishing Pier
Revised Proposal for Civil Engineering Services: TOB DPW Contract No. PWC09-16.
CP 8780 Task Order 1 – Revision 1

Dear Commissioner Lenz:

In accordance with your request and subsequent to our recent meeting, Cameron Engineering & Associates, LLP (Cameron Engineering) respectfully submits our Revised Proposal for Civil Engineering Services for the referenced project. Below is a brief description of our understanding of the project, our proposed Scope of Services, and our Civil Engineering Fee for the work to be performed.

I. PROJECT DESCRIPTION

The Town of Oyster Bay (Town) seeks to replace the primary floating dock parallel with the fishing pier and two (2) floating docks connected to it at 45 degree angles. The primary floating dock parallel with the fishing pier is made up of two (2) dimensional widths and is used to access additional Town floating docks as well as larger floating platforms. The first portion is approximately 14' x 30' and the second is 11' x 132', both of which are affixed to fifteen (15) timber piles which appear to be relatively new. The seaward end is connected to a small aluminum bridge to a platform outside the scope of this proposal, while the landward side is connected via a 4' wide gangway.

Also to be replaced are two supporting floating dock segments, which the Town seeks to replace. The segment closer to land is approximately 11' x 46' and the second is approximately 11' x 105'. Both of which are affixed to timber piles which appear to be relatively new. The segment closer to land utilizes four (4) timber piles while the second segment utilizes three (3) timber piles on each side and two (2) steel piles on the end.

It is our understanding that the floating docks have been repaired a number times over the years, however they have reached a point where repair is no longer practical or safe for public access, therefore this proposal is for the in-kind replacement of the three (3) existing floating dock segments. Although not confirmed by the Town at the time of this proposal, it is anticipated that the three (3) floating dock segments are already permitted with the New York State Department of Conservation (NYSDEC) and the United States Army Corps of Engineers (USACE). This proposal includes notification of the in-kind replacement to the NYSDEC & USACE, however any dimensional or alignment location changes would require new permitting. A separate fee is included in the event the Town confirms the floating docks were never permitted.

"Celebrating Over 30 Years of Excellence in Planning and Engineering"

www.cameronengineering.com

The three floating dock segments also contain electric, water and other connections such as a shower and ladder, which it is understood to be replaced in-kind as well. The existing aluminum gangway and bridge connections are to remain. The condition of the timber piles appear to be relatively new, therefore replacement of the piles associated with the three floating dock segments is not included.

Based on previous experience, the Town has requested that the in-kind replacement consist of pre-manufactured floating docks, similar to that of which has been utilized at other shoreline parks owned by the Town.

The scope of this work will be performed in conformance with the existing on-call agreement relative to Site Development, Contract No. PWC09-16.

II. SCOPE OF SERVICES

The specific Civil Engineering Services to implement the Project Description under this Proposal are as follows:

- A. Site Assessment
 - Perform site visit to evaluate existing conditions including the existing floating docks to be replaced, and adjacent structures to remain.
 - Prepare base map utilizing aerial imagery.
 - Project kick-off meeting with Department of Public Works and/or Parks Department Staff.
- B. Construction Documents
 - Coordinate with preferred Town floating dock vendors.
 - Prepare detailed alignment drawing identifying location of proposed floating dock improvements, as well as points of connection. It is understood that the existing gangway & bridge connection are to remain.
 - Prepare & submit notification letter of the in-kind replacement to the NYSDEC & USACE.
 - Prepare Utility Plan reflecting locations of electric and water stations, as well as services along the floating docks. It is understood that the quantity of electric stations is adequate therefore no upgrades to the power source or panel box is included. Regarding potable water, it is understood that the point of connection from the existing fishing pier is to remain, therefore the design/specification/permitting of an RPZ or double check valve is not included.
 - Prepare written technical specifications, and incorporate along with drawings into the up-front section provided by the Town.
 - Prepare Engineers Cost Estimate
 - Attend two (2) meetings with Department of Public Works and/or Parks Department staff.
- C. Bid Services
 - Answer contractor questions and issue addenda, if required.
 - Evaluate bid submissions including making award recommendation to Town.
 - Attend one (1) Bid Review meeting with Town.

CAMERON ENGINEERING

Mr. Richard Lenz, P.E. Commissioner of Public Works
Proposal for Civil Engineering Services (CP8780r1)

November 13, 2017
Page 3 of 4

- D. Construction Administration Services
- Shop drawing & RFI review.
 - Attend one (1) on-site meeting pre-construction and perform two (2) site visits during construction.
 - Perform Punch List & project close-out.

III. ADDITIONAL SERVICES

With prior authorization, we would provide any of the following additional services:

- A. Permitting Services (if deemed necessary): Prepare and submit joint application (NYSDEC/USACE/NYS DOS); Prepare necessary sections, and photo exhibits;
- Suggested budget \$5,200 for Engineering services.
 - Suggested budget \$7,000 for Survey services.
- B. Preparation of updated boundary & topographic survey, soil borings, material testing, as-built survey, etc.
- C. Replacement of existing utilities, or existing piles referenced in the understanding.
- D. Preparation of design associated with expanded project limits; design associated with unforeseen/unknown conditions discovered during construction; preparation of multiple contracts.
- E. Design for LEED, SEQR Scope, SWPPP design, environmental studies, etc.
- F. Full-time on-site construction observation services.

IV. FEES AND PAYMENTS

- A. For the Project Description and Scope of Services Item II.A through B set forth herein, the Engineering Fee would be performed on a time card basis not to exceed \$16,600.
- B. For the Project Description and Scope of Services Item II.C through Item II.D set forth herein, the Engineering Fee would be performed on a time card basis not to exceed \$5,000.
- C. Reimbursable expenses are in addition to the fee for Professional Services. Items such as blueprinting and photocopying, photographic expenses, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost. We suggest budgeting \$450 for reimbursable expenses.
- D. Permitting, expediting, filing and filing fees shall be the responsibility of the owner. Site safety, supervision, direction, and construction means and methods, and techniques shall be the sole responsibility of the Contractors.

CAMERON ENGINEERING

Mr. Richard Lenz, P.E. Commissioner of Public Works
Proposal for Civil Engineering Services (CP8780r1)

November 13, 2017
Page 4 of 4

- E. Additional Services shall be authorized before the work commences. The Fee would be either a lump sum or performed on a time card (hourly rate) basis, as agreed, and billed monthly, as follows:
1. Lump Sum Basis: Percent of Completion
 2. Time Card Basis: Principal and technical staff time would be performed hourly in accordance with our Billing Rate Schedule in effect at the time the work is performed.
- F. Invoices shall be submitted regularly, covering the basic and additional work services performed and for reimbursable expenses incurred during that period. Client shall pay all costs for collection of fees including interest and reasonable attorney costs. Payment is due within 30 days of invoicing. Accounts must be up-to-date prior to submission of documents, signing of forms, etc.
- G. Completion of project does not guarantee approval by governing body; declination of project by governing body does not void payment responsibilities.

V. CONTRACT AUTHORIZATION

This letter represents the entire Revised Proposal. In order to initiate this contract, please forward your standard form of authorization for professional services.

We thank you for requesting this Revised Proposal and appreciate the opportunity to work with you on this project. Should you have any questions, or wish to discuss any item in greater detail, please do not hesitate to contact me directly at (516) 224-5206.

Very truly yours,



Michael A. De Giglio, RLA
Associate

Reviewed By
Office of Town Attorney
Tamara

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request and recommend that LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Nelson & Pope Engineers & Land Surveyor, PLLC, Lockwood, Kessler and Bartlett, Inc., D & B Engineers and Architects, P.C., John A. Grillo Architect, PC., Cameron Engineering & Associates, LLP, Lucchesi Engineering, PC, Angelo Francis Corva Associates, Architects, O'Connor-Petito, LLP and Schneider Engineering, PLLC be authorized to provide on-call engineering services in connection with Contract No. PWC09-16, On-Call Engineering Services Relative to Site Development 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, Nelson & Pope Engineers & Land Surveyor, PLLC, Lockwood, Kessler and Bartlett, Inc., D & B Engineers and Architects, P.C., John A. Grillo Architect, PC., Cameron Engineering & Associates, LLP, Lucchesi Engineering, PC, Angelo Francis Corva Associates, Architects, O'Connor-Petito, LLP and Schneider Engineering, PLLC 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 LiRo Engineers, Inc., Sidney B. Bowne & Son, LLP, Nelson & Pope Engineers & Land Surveyor, PLLC, Lockwood, Kessler and Bartlett, Inc., D & B Engineers and Architects, P.C., John A. Grillo Architect, PC., Cameron Engineering & Associates, LLP, Lucchesi Engineering, PC, Angelo Francis Corva Associates, Architects, O'Connor-Petito, LLP and Schneider Engineering, PLLC are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC09-16, On-Call Engineering Services Relative to Site Development for a two (2) year contract term from January 1, 2016 through December 31, 2017; and be it further

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

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

19

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 13, 2017

TO: MEMORANDUM DOCKET

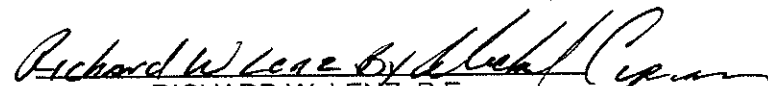
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO SITE DEVELOPMENT
CONTRACT NO. PWC09-16
SUPPLEMENTAL MEMO TO FOLLOW

The consultant, Cameron Engineering & Associates, LLP, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC09-16 by Resolution No. 751-2015 for the subject project.

At this time, the Division of Engineering is preparing the necessary paperwork to request an authorization for Cameron Engineering & Associates, LLP under Contract No. PWC09-16. The necessary documentation will be provided by supplemental memorandum docket.

It is therefor requested that a space be reserved on the Town Board calendar of November 28, 2017 for the Town Board to take action for an authorization for Cameron Engineering & Associates, LLP under Contract No. PWC09-16, On-Call Engineering Services for Site Development.


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

RWL/MR/dz

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Kathy Stefanich, Administrative Division/DPW

PWC09-16 CAMERON DOCKET WWF WEST PIER RESERVE



WHEREAS, Resolution No. 747-2015, adopted on December 15, 2015, authorized Gayron deBruin Land Surveying & Engineering, P.C., to provide on-call engineering services under Contract No. PWC 14-16, On-Call Engineering Services Relative to Site Development; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated November 21, 2017, has requested that Gayron deBruin Land Surveying & Engineering, P.C., be authorized to provide engineering services under Contract No. PWC 14-16, including Preparing a Topographic Survey of the Former Liberty Site, and further requested that the Office of the Comptroller issue an encumbrance order in the amount of \$8,500.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and Gayron deBruin Land Surveying & Engineering, P.C., is hereby authorized to proceed with the abovementioned Project, and the Office of the Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$8,500.00, for Contract No. PWC 14-16, with funds to be drawn from Account No. PKS H 7197 20000 000 1502 001.

-#-

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

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

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

Reviewed By
Office of Town Attorney
[Signature]

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 21, 2017

TO : MEMORANDUM DOCKET

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


SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 20
DOCKET OF NOVEMBER 14, 2017
ON-CALL CONSULTANT SERVICE REQUEST RELATIVE TO
SURVEYING
CONTRACT NO. PWC14-16
ACCOUNT NO.: PKS-H-7197-20000-000-1502-001
PROJECT ID NO. 1502 PKS-10

In furtherance to Item No. 20 of the docket of November 14, 2017, the consultant, Gayron deBruin Land Surveying & Engineering, P.C., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC14-16 by Resolution No. 747-2015 for the subject project. Funds have been made available by the Director of Finance.

At the request of the Department of Parks, attached is a letter dated November 9, 2017 from , Gayron deBruin Land Surveying & Engineering, P.C. regarding the scope of work to be performed in an amount not to exceed \$8,500.00. Services to be provided include preparing a topographic survey of the former Liberty Site.

Attached is an availability of funds in the amount of \$8,500.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS-H-7197-20000-000-1502-001.

It is hereby requested that the Town Board authorize, by Resolution, Gayron deBruin Land Surveying & Engineering, P.C. under Contract No. PWC14-16, On-Call Engineering Services Relative to Surveying and requests that the Comptroller be directed to issue an encumbrance order for this purpose.



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

RWL/MR/lk

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Kathy Stefanich, Administrative Division/DPW

PWC14-16 G-D DOCKET LIBERTY TOPO SUPP



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



Requesting Division/Department

PARKS

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

Contract Number PWC14-16

Contract Period 1/1/2016 - 12/31/2017

Consultant/Contractor GAYRON DEBRUIN LAND SURVEYING & ENGINEERING, P.C.

Discipline SURVEYING

Total Authorization \$8,500.00

Resolution No. 747-2015 Date 12/15/2015

Funded To Date \$0.00

Amount Requested \$8,500.00

Account To Be Used PK5-H-7197-20000-000-1502-001 1502 PK5A-10

If Capital Account, State The Related Contract Number: DP17-167

Description Of Work

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

TOPOGRAPHIC SURVEY OF LIBERTY SITE, FARMINGDALE

FOR USE IN REDEVELOPMENT DOCUMENT PREPARATION

Work To Be Completed In Contract Period: Yes ☒ No ☐

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$

Requesting Division/Department

Signature 

Title COMMISSIONER OF PARKS

Date 11/20/17

DPW Approval

Only To Be Executed By The Commissioner

Signature 

Title Commissioner of Public Works

Date 11/22/17

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 8,500.00

Unencumbered Balance 289,883.67

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

Signature  Date 11/21/17



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2016

Contract No. PWC14-16

Contract End 12/31/2017

Commencement Date NOVEMBER 9, 2017

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

Vendor Name and Address

GAYRON DEBRUIN LAND SURVEYING & ENGINEERING, P.C.

11 UNION AVENUE

BETHPAGE, NEW YORK 11714

Requesting Town Department PARKS

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

TOPOGRAPHIC SURVEY OF LIBERTY SITE, FARMINGDALE

FOR USE IN REDEVELOPMENT DOCUMENTS PREPARATION

This work order shall not exceed \$ 8,500.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Signature [Signature]

Title Commissioner

Commissioner of Public Works

Date 11/20/17

Date 11/22/17

November 9, 2017

Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Project Name:	Motor Ave. Liberty Site Update
Client:	Town of Oyster Bay
Consultant:	Gayron de Bruin (GdB)
GdB Project #:	8369

RE: **Topographic Survey of the Motor Avenue Liberty Site**

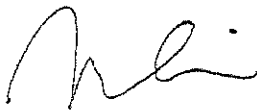
Attn: **Matt Russo, P.E.**

Dear Mr. Russo:

We are pleased to offer this proposal for providing a topographic survey update of the Motor Avenue Liberty Site property. We will measure existing grades using GPS RTK with a GPS base station set up over existing control. Elevations will be measured along a 50' grid. All utility hardware on site will be located as well. We have previously established the property lines, so they can added to the topo survey if needed.

We can complete this work for a lump sum fee of \$8,500. This includes paying our field crews prevailing rate wages. We can deliver the survey within two weeks of a notice to proceed.

Sincerely,



Matthew C. Aissa

By signing below, the client is agreeing to the terms set forth in this proposal and authorizing a notice to proceed with the work.

Agreed and Accepted:

Signature

Title

Printed Name

Date

WHEREAS, Richard T. Betz, Commissioner of the Department of Public Works, and Elizabeth L. Maccarone, Deputy Commissioner of the Department of Public Works, by memorandum dated December 1, 2015, request and recommend that Holzmacher, McLendon & Murrell, PC, Gayron de Bruin Land Surveying & Engineering, PC, Hirani Engineering & Land Surveying, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, O'Connor-Petito, LLP and Sidney B. Bowne & Son, LLP, be authorized to provide on-call engineering services, in connection with Contract No. PWC14-16, On-Call Engineering Services Relative to Surveying, for a two (2) year contract term, from January 1, 2016 through December 31, 2017; and

WHEREAS, The above mentioned firms 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 Holzmacher, McLendon & Murrell, PC, Gayron de Bruin Land Surveying & Engineering, PC, Hirani Engineering & Land Surveying, PC, Nelson & Pope Engineers & Land Surveyors, PLLC, O'Connor-Petito, LLP and Sidney B. Bowne & Son, LLP, are hereby authorized and directed to provide on-call engineering services in connection with Contract No. PWC14-16, On-Call Engineering Services Relative to Surveying, 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 Pizio	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

Reviewed By
Office of Town Attorney

20

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 13, 2017

TO: MEMORANDUM DOCKET

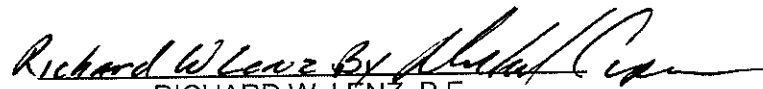
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO SURVEYING
CONTRACT NO. PWC14-16
SUPPLEMENTAL MEMO TO FOLLOW

The consultant, Gayron deBruin Land Surveying & Engineering, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC14-16 by Resolution No. 747-2015 for the subject project.

At this time, the Division of Engineering is preparing the necessary paperwork to request an authorization for Gayron deBruin Land Surveying & Engineering, P.C. under Contract No. PWC14-16. The necessary documentation will be provided by supplemental memorandum docket.

It is therefor requested that a space be reserved on the Town Board calendar of November 28, 2017 for the Town Board to take action for an authorization for Gayron deBruin Land Surveying & Engineering, P.C. under Contract No. PWC14-16, On-Call Engineering Services for Surveying.


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

RWL/MR/dz

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Kathy Stefanich, Administrative Division/DPW

PWC14-16 G-D DOCKET LIBERTY RESERVE

WHEREAS, the Town of Oyster Bay has enjoyed a working relationship with all of the volunteer fire departments within our jurisdiction and the Oyster Bay Fire Advisory Council has been an important avenue for communication between the Town and the fire departments situated in the 5th, 6th and 9th battalions; and

WHEREAS, Joseph Saladino, Supervisor, and Gregory W. Carman, Jr., Deputy Supervisor, by memorandum dated November 21, 2017 have recommended that based on retirements from the Town, changes of personnel within the departments and the passage of time, it is necessary to reformulate the Oyster Bay Fire Advisory Council and have requested Town Board approval for the Council to have the following format and responsibilities and to be staffed as follows:

Format

The Council shall be comprised of ten members who shall be Commissioners, former Commissioners, Chiefs or former Chiefs of the fire departments situated in the 5th, 6th and 9th battalions, with the caveat that none of the members shall be employees of the Town of Oyster Bay. In addition to the ten members, the Council shall have a Chairperson or Co-Chairpersons (who may be employees of the Town of Oyster Bay) appointed by the Supervisor with the approval of the Town Board. Chairpersons and Council members shall serve at the pleasure of the Town Board and shall serve until a replacement member has been appointed by the Supervisor and approved by the Town Board.

Responsibilities

- 1) To improve communications between the Town of Oyster Bay, Department of Planning and Development and fire departments effected by the new or renovated structures in their protection district;
- 2) To assist fire departments with their New York State required budget submission process;
- 3) Work with fire departments to host joint community forums for Town residents;
- 4) Develop shared services; and
- 5) Provide fire departments with links and information on the Town's website.

Reviewed By
Office of Town Attorney

Staffing

Co-Chairs:

Frank Sammartano, Jericho, Commissioner
Ralph Raymond, North Massapequa, Commissioner
Justin McCaffrey, Massapequa, Commissioner

Members:

Joseph Giordano, Massapequa, Commissioner
Fredrick Ferrara, North Massapequa, Chief
John Castles, Bethpage, Assistant Chief
Tony Wigdzinski, Hicksville, Ex-Chief and Present Commissioner
Michael Azzue, Hicksville, Commissioner
Vinny Blamio, Oyster Bay, Ex-Chief
Frank Mantegari, Oyster Bay, Assistant Chief
Giovanni Graceffa, Syosset, Commissioner
Paul Kunkle Sr., South Farmingdale, Ex-Chief and Battalion Delegate
Bruce Goldblatt, Plainview, Ex-Commisisoner

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as set forth hereinabove are accepted and approved and the Oyster Bay Fire Advisory Council shall be re-formulated in accordance with the Format set forth hereinabove, and shall have the responsibilities as set forth hereinabove, and the Chairpersons and members listed above, after taking the appropriate oath of office and having submitted the appropriate affidavit of non-conflict, shall serve until their replacement has been appointed by the Supervisor and approved by the Town Board.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Supervisor

DATE: November 21, 2017

SUBJECT: Oyster Bay Fire Advisory Council
Supplemental to MD#25 of November 14, 2017

The Town of Oyster Bay has enjoyed a working relationship with all of the volunteer fire departments within our jurisdiction and the Oyster Bay Fire Advisory Council has been an important avenue for communication between the Town and the departments situated in the 5th, 6th and 9th battalions.

Based on retirements from the Town, changes of personnel within the departments and the passage of time, I believe it is necessary to reformulate the Oyster Bay Fire Advisory Council and I am requesting Town Board approval for the Council to have the following format and responsibilities and to be staffed as follows:

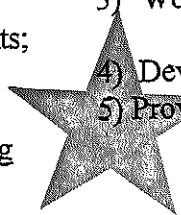
Format

The Council shall be comprised of ten members who shall be Commissioners, former Commissioners, Chiefs or former Chiefs of the fire departments situated in the 5th, 6th and 9th battalions, with the caveat that none of the members shall be employees of the Town of Oyster Bay. In addition to the ten members, the Council shall have a Chairperson or Co-Chairpersons (who may be employees of the Town of Oyster Bay) appointed by the Supervisor with the approval of the Town Board.

Responsibilities

- 1) To improve communications between the Town of Oyster Bay, Department of Planning and Development and fire departments effected by the new or renovated structures in their protection district;
- 2) To assist fire departments with their New York State required budget submission process;
- 3) Work with fire departments to host joint community forums for Town residents;
- 4) Develop shared services; and
- 5) Provide fire departments with links and information on the Town's website.

Staffing



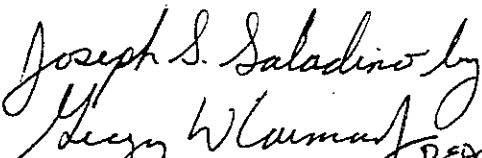
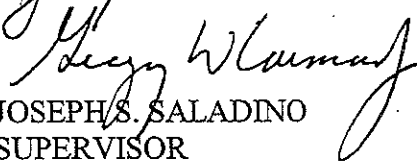
It is my recommendation and request that the Town Board approve the appointment of the following individuals to serve on the Fire Advisory Council:

Co-Chairs:

Frank Sammartano, Jericho, Commissioner
Ralph Raymond, North Massapequa, Commissioner
Justin McCaffrey, Massapequa, Commissioner

Members:

Joseph Giordano, Massapequa, Commissioner
Fredrick Ferrara, North Massapequa, Chief
John Castles, Bethpage, Assistant Chief
Tony Wigdzinski, Hicksville, Ex-Chief and Present Commissioner
Michael Azzue, Hicksville, Commissioner
Vinny Blamisio, Oyster Bay, Ex-Chief
Frank Mantegari, Oyster Bay, Assistant Chief
Giovanni Graceffa, Syosset, Commissioner
Paul Kunkle Sr., South Farmingdale, Ex-Chief and Battalion Delegate
Bruce Goldblatt, Plainview, Ex-Commisisoner


 DEPUTY SUPERVISOR
JOSEPH S. SALADINO
SUPERVISOR

JSS:st
Enclosures
cc: Office of the Town Attorney (with 7 copies)




25

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : November 15, 2017
SUBJECT: Oyster Bay Fire Advisory Board

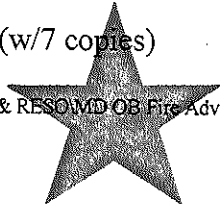
Kindly save a space on today's docket for an item to be considered on the action calendar at the November 28, 2017 Town Board Meeting. Additional information will be forwarded to the Docket by supplemental memorandum.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st
cc: Town Attorney (w/7 copies)

S:\Attorney\RESOS 2017\MD & RESO\MD OB Fire Advisory TMS.docx



RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12th day of December, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 96 – DANGEROUS BUILDINGS TO ADD SECTIONS AND PROVISIONS ADDRESSING VACANT AND ABANDONED BUILDINGS"; and be it further

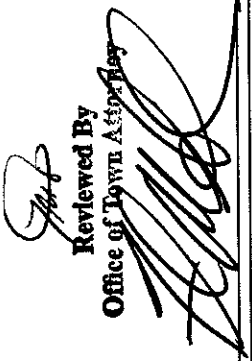
RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

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

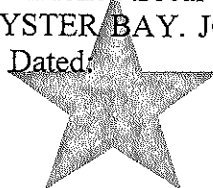
Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

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

Reviewed By
Office of Town Attorney


PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12th day of December, 2017, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the manner set forth hereinafter: "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 96 – DANGEROUS BUILDINGS TO ADD SECTIONS AND PROVISIONS ADDRESSING VACANT AND ABANDONED BUILDINGS".

The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk. Dated: , 2017, Oyster Bay, New York.


Reviewed By
Office of Town Attorney

19

797

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : November 22, 2017

SUBJECT: Proposed Local Law to Amend Chapter 96 of the Code of the Town of Oyster Bay to add sections and provisions addressing vacant and abandoned buildings Supplemental to Item No. 28 of November 14, 2017 Docket

This office has prepared the following items necessary to establish a new local law referenced above:

1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

Kindly place this matter for the November 28, 2017 Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY

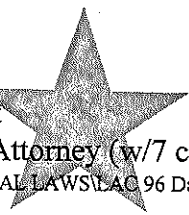


Frank M. Scalera
Chief Deputy Town Attorney

FMS:mek
Attachment

cc: Town Attorney (w/7 copies)

S:\Attorney\LOCAL LAWS\LAC 96 Dangerous Buildings 2017\MD.Suppdoc.doc



Local Law Filing

Town of Oyster Bay

Local Law No. of the year 2017

A local law ENTITLED "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 96 – DANGEROUS BUILDINGS TO ADD SECTIONS AND PROVISIONS ADDRESSING VACANT AND ABANDONED BUILDINGS"

Be it enacted by the Town Board of the

Town of Oyster Bay as follows:

Section 1. Amend Chapter 96 – Dangerous Buildings to add sections and provisions addressing vacant and abandoned buildings, as follows:

DELETE TITLE:

CHAPTER 96: Dangerous Buildings
[HISTORY: Adopted by the Town Board of the Town of Oyster Bay 3-9-1993.[1] Amendments noted where applicable.]

ADD TITLE:

CHAPTER 96: Dangerous Buildings and Abandoned Buildings
[HISTORY: Adopted by the Town Board of the Town of Oyster Bay 3-9-1993.[1] Amendments noted where applicable.]

ADD TO SECTION 96-2 SUBDIVISION (A) Definitions and Word Usage:

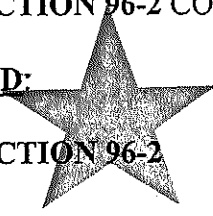
BOARDED and BOARDING
Clear, impact-resistant polycarbonate sheeting of a thickness in excess of 3/16", except as otherwise directed by the Commissioner.

DELETE:

SECTION 96-2 COMMISSIONER in its entirety

ADD:

SECTION 96-2



COMMISSIONER

The Commissioner of the Department of Planning and Development or his/her designee.

DELETE:

SECTION 96-2 (A)(7) in its entirety.

ADD:

SECTION 96-2 (A)(7) A vacant and abandoned building.

DELETE:

SECTION 96-2 OWNER in its entirety.

ADD:

SECTION 96-2 OWNER

Includes the owner of record of any premises, a mortgagee, a tax lien purchaser, servicer, a lienor and any other person having a vested or contingent interest in said premises and anyone exercising rights of ownership therein as indicated by the records of the County Clerk of Nassau County or by the records of the Receiver of Taxes, the Office of the Public Administrator or Surrogates Court.

DELETE:

SECTION 96-2 SURVEY in its entirety.

ADD:

SECTION 96-2 SURVEY

A written determination in a report, after an on-site inspection.

ADD:

SECTION 96-2 VACANT AND ABANDONED

Real property which displays no evidence that any persons are residing there and is not maintained in a manner consistent with the standards set forth in New York property maintenance code chapter 3.

(A) Real property will also be deemed vacant and abandoned if:

- (i) A court or other appropriate state or local governmental entity has formally determined, following notice posted at the property address, that such residential real property is vacant and abandoned; or

(ii) The owner thereof has issued a sworn written statement, expressing his or her intent to vacate and abandon the property and an inspection of the property shows no evidence of occupancy to indicate that any persons are residing there.

(B) Evidence of lack of occupancy shall include but not be limited to the following conditions:

- (i) overgrown or dead vegetation;
- (ii) accumulation of newspapers, circulars, flyer or mail;
- (iii) past due utility notices, disconnected utilities, or utilities not in use;
- (iv) accumulation of trash, refuse or other debris;
- (v) absence of window coverings such as curtains, blinds, or shutters;
- (vi) one or more boarded, missing or broken windows;
- (vii) the property is open to casual entry or trespass; or
- (viii) the property has a building or structure that is or appears structurally unsound or has any other condition that presents a potential hazard or danger to the safety of persons.

(C) Residential real property will not be deemed vacant and abandoned if, on the property:

- (i) There is an unoccupied building that is undergoing construction, renovation, or rehabilitation that is proceeding diligently to completion;
- (ii) There is a building occupied on a seasonal basis, but otherwise secure;
- (iii) There is a building that is secure, but is the subject of a probate action, action to quiet title, or other ownership dispute of which the owner has actual notice;
- (iv) There is a building damaged by a natural disaster and one or more owners intend to repair and reoccupy the property; or
- (v) There is a building occupied by the mortgagor, a relative of the mortgagor or a tenant lawfully in possession.

DELETE:

SECTION 96-2(B) in its entirety.

ADD:

SECTION 96-2 (B) The words "or" and "and" as used herein may be construed interchangeably where such meaning is necessary to effectuate the purpose of this chapter. Where necessary, the singular shall include the plural and the plural include the singular. The word "person" shall include a partnership, corporation, association or trustee. The words "persons interested," as used herein, shall be construed to include the owner as herein defined and all other persons interested in the property to which such words refer. The masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

DELETE:

SECTION 96-4 Jurisdiction. the word "his".

ADD:

SECTION 96-4 Jurisdiction. replace "his" with "his/her".

DELETE:

SECTION 96-5(B) in its entirety.

ADD:

SECTION 96-5(B)

After the report is filed in his/her office, and if the report shall confirm the existence of a dangerous building or structure, as defined within § 96-2 of this chapter, the Commissioner shall cause a notice to be served upon the owner or his executors, legal representatives, agents, lessee or any other person having a vested or contingent interest in the same, as specified and in compliance with §§ 96-6 and 96-7.

DELETE:

SECTION 96-6 Notice. in its entirety.

ADD:

SECTION 96-6 Notice.

The notice shall contain a description of the premises, which shall include the section, block and lot number, a statement of the particulars in which the building or structure is unsafe or dangerous, and an order requiring the same to be vacated and/or made safe and secure or demolished and removed.

DELETE:

SECTION 96-7 Service of process and notice. in its entirety.

ADD:

SECTION 96-7 Service of process and notice.

Service of process of the notice, as required in § 96-5, shall comply with the New York Civil Practice Law and Rules or the following:

A. Service of notice by personal service. Service may be made personally upon the owner or his executor, legal representative, agent, lessee or any other person having a vested or contingent interest in the same, as indicated by the records maintained by the Town of Oyster Bay Receiver

of Taxes, the Office of the Town Clerk, the Office of the County Clerk, the Office of the Public Administrator or the Surrogate's Court.

B. Service of notice by mail. Service may be made by certified or overnight mail, addressed to the last known address, if any, of the owner or his executor, legal representative, agent, lessee or any other person having a vested or contingent interest in the same, as indicated by the records maintained by the Town of Oyster Bay Receiver of Taxes, the Office of the Town Clerk, the Office of the County Clerk, the Office of the Public Administrator or the Surrogate's Court. A copy of said notice must also be posted on the dangerous building.

C. Service of notice by publication. In the event that the whereabouts of the owner of the premises or his executor, legal representative, agent, lessee or any other person having a vested or contingent interest in the same are unknown and cannot be ascertained after the exercise of reasonable diligence by the Commissioner or his/her authorized representative or designee, then service of the notice, as provided for in §§ 96-5 and 96-6 of this chapter, shall be made by publishing said notice, once a week, for two successive weeks, in the official newspaper of the Town, with proof of publication, to be filed in the office of the Department of Planning and Development and the office of the Town Clerk. A copy of the notice must also be posted on the dangerous building.

DELETE:

SECTION 96-8 Duty of person receiving notice. in its entirety.

ADD:

SECTION 96-8 Duty of person receiving notice.

A person who receives the notice may certify his written acceptance or rejection of the particulars and order contained in the notice by either personal service or by overnight mail upon the Commissioner or a person designated by his/her to accept service on his/her behalf. Such acceptance or rejection shall be made within seven days of receipt of the notice if served upon the Commissioner personally, or within six days of receipt of the notice if served upon the Commissioner by overnight mail. Any failure on the part of the person receiving the notice to respond, as herein prescribed, shall constitute a rejection of the notice.

DELETE:

SECTION 96-10 Hearing procedure. in its entirety.

ADD:

SECTION 96-10 Hearing procedure.

A. Any person entitled to notice, as provided in this chapter, may request and shall be granted a hearing before the Town Board. The entitlement to said hearing is contingent upon the requesting person's filing of a verified petition with the office of the Town Clerk and the Town Board or its designee within seven days after service of the notice. The petition must contain a brief statement setting forth the grounds for a hearing.

B. Upon receipt of said petition, the Town Board or his/her designee thereof shall set a time for the hearing and shall give the petitioner seven days' written notice thereof.

C. At the hearing, the petitioner shall be afforded an opportunity to be heard and to provide reasons why the proceeding for the vacating and/or securing or removal of the dangerous building or structure shall be modified or withdrawn.

D. The hearing shall be commenced not later than 14 days after the date on which the petition was filed. The Town Board or designee thereof may postpone the date of the hearing for any reasonable time.

E. If no such written petition shall be so filed within the period specified by section 96-8 of this chapter or if the petition shall be rejected after the hearing, the Town Attorney is authorized to make application to the Supreme Court, at special term, as hereinafter provided.

F. If a hearing shall be requested and held in accordance with the provisions of this chapter, the hearing officer shall make written findings of fact as to whether the building in question is a dangerous building, within the definitions of § 96-2 hereof. A copy of said findings of fact shall be served upon the petitioner, occupant of the dangerous building or structure or any other person who shall have requested the same at the hearing.

G. If such findings of fact determine that the building or structure is dangerous, the person served with the findings of fact may immediately certify his assent to the vacating and/or repairing, securing or demolition and removal of the dangerous building or structure in question and shall be permitted 72 hours, after service of the findings of fact, within which to vacate and/or to commence abatement of the dangerous conditions affecting the building or structure and shall employ sufficient labor and assistance to repair, secure or demolish and remove such building or structure within a reasonable period of time thereafter.

DELETE:

SECTION 96-11(A) in its entirety.

ADD:

SECTION 96-11(A)

Upon refusal, neglect or failure of the person or persons served with a notice and/or order of findings of fact pursuant to § 96-10 to comply with the requirements and specifications therein, within the periods of time as contained in §§ 96-9 or 96-10 herein, or upon his or their rejection of the same, a notice of survey shall be served upon them.

DELETE:

SECTION 96-12 Survey procedure. in its entirety.

ADD:

SECTION 96-12 Survey procedure.

A. The survey shall be conducted by the Commissioner or his/her duly appointed designee.

B. Within a reasonable time after the survey is completed, the determination thereof shall be made in writing and filed within the office of the Department of Planning and Development.

DELETE:

SECTION 96-13 Reimbursement of survey costs. in its entirety.

ADD:

SECTION 96-13 Reimbursement of survey costs.

The Town shall be reimbursed for costs incurred in conducting the survey by assessment levied against the parcels of land upon which the survey was performed in the manner provided for the assessment of the cost of public improvements in Article 15 of the Town Law.

DELETE:

SECTION 96-14 Comptroller invoice. in its entirety.

ADD:

SECTION 96-14 Comptroller invoice.

The Comptroller shall render an invoice for the cost of services.

DELETE:

SECTION 96-18 Interference with Commissioner prohibited. the word "his".

ADD:

SECTION 96-18 Interference with Commissioner prohibited. replace "his" with "his/her".

DELETE:

SECTION 96-21(A) \$250

ADD:

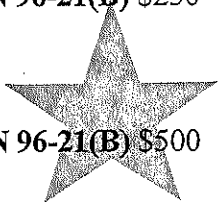
SECTION 96-21(A) \$500

DELETE:

SECTION 96-21(B) \$250

ADD:

SECTION 96-21(B) \$500



DELETE:

SECTION 96-21(C) in its entirety.

ADD:

SECTION 96-21(C)

Any person or persons who shall create a dangerous building or allow a building to become a dangerous building or allow a dangerous building to continue to remain in a dangerous condition, in violation of this chapter, shall be guilty of an offense punishable by a fine not exceeding \$500 or imprisonment for a period not to exceed six months, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine of not less than \$1,000 nor more than \$1,500 or imprisonment for a period not to exceed six months, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine of not less than \$1,500 nor more than \$2,500 or imprisonment for a period not to exceed six months, or both. However, for the purpose of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter or of such ordinance or regulation shall be deemed misdemeanors and for such purpose only all provisions of law relating to misdemeanors shall apply to such violations. Each week's continued violation shall constitute a separate additional violation.

ADD:

SECTION 96-23 Foreclosures; undertaking.

Legislative intent: When residential properties in the Town of Oyster Bay fall vacant and become the subject of foreclosure actions, they frequently become neglected and overgrown with grass, weeds and rubbish, creating an unsightly appearance in the surrounding residential area and detracting from the use, enjoyment and value of surrounding properties. The Town of Oyster Bay is committed to using all legal avenues to proactively address these adverse conditions, to alleviate the burden these vacant properties impose on neighboring residents. This §96-23 places the financial burden on any person, business, organization, bank or lender who commences a foreclosure action against any vacant residential property in the Town of Oyster Bay to deposit funds with the Town after the foreclosure action is commenced, for use in achieving prompt remediation, if or when it shall occur. This new section is clearly in the public interest. It will help deter violations by creating a financial disincentive against allowing the property to lie fallow and unmaintained. It will help to expedite remediation of overgrown grass, weeds and rubbish when they occur. It will also help avoid substantial outlays of public funds in accomplishing same.

A. Except as otherwise provided by Law, any person, business, organization, bank or lender who commences a foreclosure action against a residential property (improved with a single family, two-family or multiple-family residence) that has become vacant shall provide to the Town of Oyster Bay an undertaking in the form of cash, a cash bond, or a letter of credit acceptable to the Town Attorney, in the sum of \$25,000, to secure the continued maintenance of the property free of any violations as provided for by Oyster Bay Town Code, during the entire time that vacancy

shall exist, as determined by the Commissioner. When the foreclosure action is finally discontinued, any unused funds shall be returned upon written request of the party which commenced foreclosure, which request shall be made in writing to the Town Attorney within 90 days of the action's discontinuance.

B. It shall be unlawful for any such person, business, organization, bank or lender to fail to properly deposit such cash, a cash bond, or a letter of credit within 45 calendar days after the foreclosure action is commenced.

C. In the event that the Commissioner determines that any property referenced in Subsection A above is being maintained in violation of § 96-23 of this chapter, then, in addition to or in lieu of any other enforcement remedy at his/her disposal, the Commissioner may utilize the deposited funds to pay the full and actual cost of actions necessary to eliminate the violation.

D. In the event that any such funds are utilized as set forth above, such person, business, organization, bank or lender shall restore it to the full amount referenced in Subsection A above, within 15 calendar days after written demand by the Town of Oyster Bay, sent by regular mail and certified mail, return receipt requested to such person, business, organization, bank or lender at an address designated by them for service of notices, or else to their last known address. It shall be unlawful for such person business, organization, bank or lender to fail to timely restore funds as required herein.

E. In the event that the Commissioner determines that any property referenced in Subsection A above is being maintained in violation of § 96-23 of this chapter and no cash, cash bond, or letter of credit acceptable to the Town Attorney has been provided or replenished as required by Subsection A or D above, then, in addition to or in lieu of any other enforcement remedy at his/her disposal, the Commissioner may serve a written demand upon such person, business, organization, bank or lender to provide the required cash, cash bond, or letter of credit acceptable to the Town Attorney, within 10 days after the date of such written demand, subject to the following:

- (1) The forty-five-day time allotment of Subsection B hereof is superseded;
- (2) The written demand shall be served in any manner authorized to obtain personal service under Article 3 of the Civil Practice Law and Rules of the State of New York, or otherwise at applicable law; and
- (3) In the event that no cash, cash bond, or letter of credit acceptable to the Town Attorney has been provided or replenished as required by Subsection A or D above, within 10 days after the date of such written demand, then such person, business, organization, bank or lender shall be subject to fines of up to triple the maximum amount set forth under § 96-21(C) of this chapter, with each calendar day of failure to timely provide same constituting a separate additional offense, as set forth under § 96-21(B) of this chapter.

F. If any provision of this § 96-23 is declared unenforceable for any reason by a court of competent jurisdiction, such declaration shall affect only that provision, and shall not affect the remainder of this section, which shall remain in full force and effect.

G. This § 96-23 shall apply to all foreclosures commencing after the effective date of this section. It is to be considered remedial legislation and shall be liberally construed so that substantial justice is done.

§ 96-24 Nonresidential foreclosures; undertaking.

Legislative intent: When nonresidential properties in the Town of Oyster Bay fall vacant and become the subject of foreclosure actions, they frequently become neglected and overgrown with grass, weeds and rubbish, creating an unsightly appearance in the surrounding area and detract from the use, enjoyment and value of surrounding properties and impair the ability for people to, among other things, shop, conduct commerce, attend meetings or go to school in a safe, clear, and aesthetic environment. The Town of Oyster Bay is committed to using all legal avenues to proactively address these adverse conditions, to alleviate the burden these vacant properties impose on a neighborhood. This § 96-24 places the financial burden on any person, business, organization, bank or lender who commences a foreclosure action against any vacant property in the Town of Oyster Bay not subject to the provisions of § 96-23 of this chapter to deposit funds with the Town after the foreclosure action is commenced, for use in achieving prompt remediation, if or when it shall occur. This section is clearly in the public interest. It will help deter violations by creating a financial disincentive against allowing the property to lie fallow and unmaintained. It will help to expedite remediation of overgrown grass, weeds and rubbish, when they occur. It will also help avoid substantial outlays of public funds in accomplishing same.

A. Except as otherwise provided by law, any person, business, organization, bank or lender who commences a foreclosure action against a property not subject to the requirements of § 96-23 of this chapter (including, among other property, commercial properties) that has become vacant, or subsequent parties of such an action, shall provide to the Town of Oyster Bay an undertaking in the form of cash, a cash bond, or a letter of credit acceptable to the Town Attorney, in the sum of \$35,000, to secure the continued maintenance of the property free of any violations as provided for by Oyster Bay Town Code, during the entire time that vacancy shall exist, as determined by the Commissioner. When the foreclosure action is finally discontinued, any unused funds shall be returned upon written request of the party which commenced foreclosure, which request shall be made in writing to the Town Attorney within 90 days of the action's discontinuance.

B. It shall be unlawful for any such person, business, organization, bank or lender to fail to properly deposit such cash, a cash bond, or a letter of credit within 45 calendar days after the foreclosure action is commenced.

C. In the event that the Commissioner determines that any property referenced in Subsection A above is being maintained in violation of § 96-24 of this chapter, then, in addition to or in lieu of any other enforcement remedy at his/her disposal, the Commissioner may utilize the deposited funds to pay the full and actual cost of actions necessary to eliminate the violation.

D. In the event that any such funds are utilized as set forth above, such person, business, organization, bank or lender shall restore it to the full amount referenced in Subsection A above, within 15 calendar days after written demand by the Town of Oyster Bay, sent by regular mail and certified mail, return receipt requested to such person, business, organization, bank or lender at an address designated by them for service of notices, or else to their last known address. It shall be unlawful for such person, business, organization, bank or lender to fail to timely restore funds as required herein.

E. In the event that the Commissioner determines that any property referenced in Subsection A above is being maintained in violation of § 96-24 of this chapter and no cash, cash bond, or letter

of credit acceptable to the Town Attorney has been provided or replenished as required by Subsection A or D above, then in addition to or in lieu of any other enforcement remedy at his/her disposal, the Commissioner may serve a written demand upon such person, business, organization, bank or lender to provide the required cash, cash bond, or letter of credit acceptable to the Town Attorney, within 10 days after the date of such written demand, subject to the following:

- (1) The forty-five-day time allotment of Subsection B hereof is superseded;
- (2) The written demand shall be served in any manner authorized to obtain personal service under Article 3 of the Civil Practice Law and Rules of the State of New York, or otherwise at applicable law; and
- (3) In the event that no cash, cash bond, or letter of credit acceptable to the Town Attorney has been provided or replenished as required by Subsection A or D above, within 10 days after the date of such written demand, then such person, business, organization, bank or lender shall be subject to fines of up to triple the maximum amount set forth under § 96-21(C) of this chapter and a minimum fine of \$500 for each day of the noncompliance until such time as that person or entity complies with the provisions of this section, or by imprisonment for not more than 15 days, or by both such fine and imprisonment, with each calendar day of failure to timely provide same constituting a separate additional offense, as set forth under § 96-21(B) of this chapter.

F. If any provision of this section is declared unenforceable for any reason by a court of competent jurisdiction, such declaration shall affect only that provision, and shall not affect the remainder of this section, which shall remain in full force and effect.

G. This section shall apply to all nonresidential foreclosures commencing after the effective date of this section. It is to be considered remedial legislation and shall be liberally construed so that substantial justice is done.

Section 2. Effective Date. This Local Law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.



I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2017 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2017, in accordance with the applicable provisions of law.

Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2017

(Certification to be executed by Town Attorney).

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature

Town Attorney

Title

Town of Oyster Bay

Date: _____ 2017

S:\Attorney\LOCAL LAWS\LAC 96 Dangerous Buildings 2017 Legislation.doc



28

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : November 17, 2017
SUBJECT: Proposed Local Law to Amend Chapter 96 of the Code of the Town of Oyster Bay

The Town seeks to propose amendments to Chapter 96 of the Code of the Town of Oyster Bay.

A supplemental memorandum will be forthcoming with all appropriate items, including the Public Notice, Resolution calling for a Public Hearing and the proposed legislation.

Kindly place this matter for the November 28, 2017 Town Board Action Calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Frank M. Scalera
Chief Deputy Town Attorney

FMS:mek

S:\Attorney\LOCAL LAWS\LAC 96 Dangerous Buildings 2017\MD.doc

7MS
Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 36-2017 adopted on January 10, 2017, the Town Board approved the Memorandum of Agreement dated December 29, 2016, between the Town of Oyster Bay and Local 881 of the Civil Service Employees Association, Local 1000, AFSCME AFL-CIO ("CSEA"), and subsequently the Town and CSEA executed a Collective Bargaining Agreement for the period from January 1, 2017 through December 31, 2021, which Collective Bargaining Agreement was intended to embody all of the terms of the Memorandum of Agreement dated December 29, 2016; and

WHEREAS, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated November 21, 2017, advised that Section 5-7.4 of the Collective Bargaining Agreement needed to be amended to clarify the provision regarding the Employment Week, to be in agreement with the Memorandum of Agreement dated December 29, 2016; and

WHEREAS, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, by same memorandum advised that a Memorandum of Agreement and Understanding, dated November 20, 2017, was entered into between the Town and the CSEA, which Memorandum of Agreement and Understanding was executed by Jarvis T. Brown, President of the CSEA and Miguel Cruz, Jr., Labor Representative, CSEA, who asserted that they had the agency and authority to bind the CSEA, and by Gregory W. Carman, Jr., Deputy Supervisor, on behalf of the Town, subject to ratification by the Town Board in order for the said Memorandum of Agreement and Understanding to be binding upon the Town,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board approves the Memorandum of Agreement and Understanding, dated November 20, 2017, which amends Section 5-7.4 of the Collective Bargaining Agreement between the Town and CSEA for the period January 1, 2017 through December 31, 2021, to clarify the Collective Bargaining Agreement to be in agreement with the Memorandum of Agreement, dated December 29, 2016, all other terms of the said Collective Bargaining Agreement to remain in full force and effect.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

18

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : November 21, 2017

SUBJECT: Memorandum of Agreement and Understanding between
The Town of Oyster Bay and the CSEA


By Resolution No. 36-2017 adopted on January 10, 2017, the Town Board approved a Memorandum of Agreement dated December 29, 2016 between the Town of Oyster Bay ("Town") and Local 881 of the Civil Service Employees Association Local 100 AFSCME AFL-CIO ("CSEA") and subsequently the Town and CSEA executed a Collective Bargaining Agreement for the period from January 1, 2017 through December 31, 2021.

Section 5-7.4 of the Collective Bargaining Agreement needed to be amended to clarify the provision regarding the Employment Week, to be in agreement with the Memorandum of Agreement dated December 29, 2016.

After negotiations, a Memorandum of Agreement and Understanding, dated November 20, 2017, was entered into between the Town and the CSEA and was executed by Jarvis T. Brown, President, CSEA and Miguel Cruz, Jr., Labor Representative, CSEA, who asserted that they had the agency and authority to bind the CSEA and by Gregory W. Carman, Jr., Deputy Supervisor, on behalf of the Town subject to ratification by the Town Board in order for the said Memorandum of Agreement and Understanding to be binding upon the Town.

It is requested and recommended that the Town Board ratify the Memorandum of Agreement and Understanding dated November 20, 2017 at the Town Board meeting scheduled for November 28, 2017.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:st
cc: Town Attorney (w/7 copies)

S:\Attorney\RESOS 2017\MD & RESO\MD CSEA MOAU TMS.docx



MEMORANDUM OF AGREEMENT AND UNDERSTANDING

BETWEEN

TOWN OF OYSTER BAY

AND

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME,
AFL-CIO, NASSAU COUNTY LOCAL 881**

WHEREAS, the Town of Oyster Bay ("Town") is a public employer as defined in the New York State Civil Service Law; and

WHEREAS, LOCAL 881 of the CIVIL SERVICE EMPLOYEES ASSOCIATION LOCAL 1000, AFSCME AFL-CIO ("CSEA"), is an employee organization as defined in said Law; and

WHEREAS, the CSEA and the Town are parties to an existing Collective Bargaining Agreement for the duration of January 1, 2017 – December 31, 2021, executed in accordance with a Memorandum of Agreement dated December 29, 2016, and are desirous to amend the Collective Bargaining Agreement to clarify the provision regarding "Employment Week (5-7.4)" to be in agreement with said Memorandum of Agreement, and

WHEREAS, the CSEA and the Town agree to memorialize the amendments in writing;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

- 1. Employment Week (5-7.4) of the Collective Bargaining Agreement shall be amended 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.

In the Division of Sanitary Collection, task completion personnel work week shall consist of four (4) days: Monday, Tuesday, Thursday and Friday, a forty "40" hour work week, with each day being considered to be of ten (10) hours duration. (See Section 7-1.4.5 of this Agreement.) Sanitation Collection shall include the pick-up of garbage, rubbish, and recyclables. As part of their employment, all Division of Sanitation four day per week employees shall be required to complete all training and testing mandated under Federal Legislation, State Legislation and/or Town Policies during their normal ten-hour work day.

All other terms and conditions of the parties Collective Bargaining Agreement shall remain in full force and effect.

The individuals executing this document on behalf of the CSEA expressly assert they have the agency and authority to bind CSEA, and the parties acknowledge that this Memorandum of Agreement and Understanding, shall be subject to ratification by the Town Board for it to bind the Town.

Agreed and Accepted on Behalf of
the Town of Oyster Bay:

Dated: 11-20-17

Agreed and Accepted on Behalf of
the Civil Service Employees Association:

Dated: 11-20-17

Dated: 11-20-17

WHEREAS, by Resolution No. 570-2017, adopted on September 12, 2017, the Town Board authorized the Department of Parks to conduct its Fall, Winter, Spring and Summer Youth Hockey Programs and approved a fee schedule for same; and

WHEREAS, Joseph G. Pinto, Commissioner of the Department of Parks, by memorandum dated November 27, 2017, requested and recommended that the Town Board approve the Department of Parks to expand its Youth Hockey Program by adding the following two programs, and to approve the fee schedule for each as follows:

Middle School Hockey Program – A program designed to provide meaningful, hockey experience for players involved with Middle School Hockey Programs. The program will consist of a minimum five games per team to be held at Marjorie R. Post Community Park, Syosset-Woodbury Community Park, or The Rink at Bethpage. The fees for this program will be \$1,875.00 per team. This program will be in addition to the Spring Hockey Program; and

Youth Hockey Clinic Program – A program designed to provide meaningful hockey experience for players of ages 7 through 14. The program will include, but is not limited to, instructions pertaining to balance, stance, stride, start, crossing over, agility movements, stick handling, passing/receiving, shooting, goaltending, offense and defense. This is a developmental program focusing on skill enhancement. The fees for this program will be ten sessions for \$150.00, twenty sessions for \$250.00.

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendations as hereinabove set forth are accepted and approved, and the Department of Parks is hereby authorized to implement the above outlined hockey programs with non-refundable fees as set forth hereinabove.

-#-

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

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

cc: Supervisor (2)
Town Attorney
Comptroller
Parks

7/15
Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 178-2017, adopted on April 4, 2017, the Town Board authorized the Town to enter into an agreement with the County of Nassau, in which the Town agreed to serve as a vendor to the County of Nassau in the administration of the Temporary Assistance for Needy Families (TANF) and Safety Net Assistance programs, for the period of May 1, 2017 through December 31, 2017 and the Agreement allowed for up to four (4) one (1) year renewals; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated November 27, 2017, recommended that the Town agree to the first one (1) year renewal of the Agreement, for the period January 1, 2018 through December 31, 2018, for a fee of \$286,763.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved and the Town is authorized to enter into the first one (1) year renewal for the period of January 1, 2018 through December 31, 2018, for \$286,763.00; and be it further

RESOLVED, That the Supervisor is hereby authorized to execute said renewal on behalf of the Town with the Nassau County Department of Social Services.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW 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 November 28, 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 November 20, 2017, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 20, 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,

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

RESOLVED, That said Local Law 11 -17, entitled "A LOCAL LAW AUTHORIZING A LOCAL RETIREMENT INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY", is hereby adopted, and shall take effect immediately upon filing with the Secretary of State; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Human Resources

7/13
Reviewed By
Office of Town Attorney
[Signature]

Reviewed By
Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW AUTHORIZING A VOLUNTARY SEPARATION 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 November 28, 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 November 20, 2017, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 20, 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,

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

RESOLVED, That said Local Law 12 -17, entitled "A LOCAL LAW AUTHORIZING A VOLUNTARY SEPARATION INCENTIVE PROGRAM FOR THE ELIGIBLE EMPLOYEES OF THE TOWN OF OYSTER BAY", is hereby adopted, and shall take effect immediately upon filing with the Secretary of State; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Human Resources