

Tom Agresta

Meeting of January 24, 2017

RESOLUTION NO. TF-1-2017

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

ITEM NO.	DEPT.		FROM	
001-17	EXE	\$ 250.00	EXE A	1220 47200 000 0000
			TO	
		250.00	EXE A	1220 46100 000 0000
			FROM	
002-17	HWY	\$100,000.00	HWY DB	5142 48900 000 0000
			TO	
		100,000.00	HWY DB	5142 41230 000 0000

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Highway

2A

TF

Town of Oyster Bay Inter-Departmental Memo

January 13, 2017

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

In order to provide funds for equipment maintenance expenses in the Executive Budget, the following transfer of funds is hereby requested:

Transfer from:							
EXE	A	1220	47200	000	0000	Travel Expense	\$ 250.00
Transfer to:							
EXE	A	1220	46100	000	0000	Equipment Maintenance	\$ 250.00

Thank you.



Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 10 copies)
Word/Documents/Docket/TOF 2017 EXE



28

Town of Oyster Bay Inter-Departmental Memo

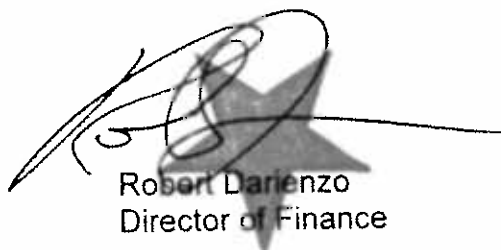
January 20, 2017

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

In order to provide funds for the Highway Department to purchase parts required for the Town's snow removal operation, the following transfer of funds is hereby requested:

Transfer from:							
HWY DB	5142	48900	000	0000	Snow Removal	\$	100,000.00
Transfer to:							
HWY DB	5142	41230	000	0000	Parts	\$	100,000.00

Thank you.



Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 10 copies)
Word/Documents/Docket/TOF 2017 snow parts

WHEREAS, Resolution No. 54-2015, adopted on February 3, 2015, authorized the appointment of the following Hearing Officers with respect to Town of Oyster Bay employee relations matters, from February 3, 2015 through December 31, 2015, with two (2) one-year extension options, at a compensation rate of \$350.00 per diem, not to exceed \$10,000.00 per year:

Anthony T. Ballato, Esq.
5476 Merrick Road
Massapequa, New York 11758

James G. Preston, Esq.
118A Jackson Avenue
Syosset, New York 11791

John D. Nagy, Esq.
4 Orchard Lane
Sea Cliff, New York 11579

Brian J. Davis, Esq.
400 Garden City Plaza, Suite 430
Garden City, New York 11530

Arthur A. Riegel, Esq.
1 Willow Lane
Hewlett Harbor, New York 11557

WHEREAS, Leonard Genova, Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated January 4, 2017, recommend Town Board authorization to exercise the second extension option of said appointment, from January 1, 2017 through December 31, 2017, at a compensation rate of \$350.00 per diem, not to exceed \$10,000.00, with funds available in Account No. OTA A 1420 44800 000 0000; and

NOW, THEREFORE BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the abovementioned individuals are hereby appointed to serve as Hearing Officers for the Town of Oyster Bay employee relations matters, nunc pro tunc from January 1, 2017 through December 31, 2017, at a compensation rate of \$350.00 per diem, not to exceed \$10,000.00; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development by the emergency powers granted to the Deputy Commissioner of the Department of Planning and Development, authorized the Highway Department to do a whole house board up at the premises located at 103 Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 72 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on August 9, 2016, in the amount of \$733.08, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$733.08 may be assessed by the Legislature of the County of Nassau against the parcel known as 103 Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 72 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: December 15, 2016

SUBJECT: Property Cleanup Assessment
103 Melrose Avenue, Massapequa, New York 11758
Section 53, Block C, Lot 72

By the emergency powers granted to the Deputy Commissioner of the Department of Planning and Development, the Highway Department was directed to do a whole house boardup at the premises located at 103 Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 72 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 15, 2016, advised that the property was secured by a crew from the Highway Department on August 9, 2016. The cost incurred by the Town of Oyster Bay was \$733.08.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
Town Attorney (w/11 copies)



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development by the emergency powers granted to the Deputy Commissioner of the Department of Planning and Development, authorized the Highway Department to do a whole house board up at the premises located at 103 Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 72 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on August 9, 2016, in the amount of \$733.08, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$733.08 may be assessed by the Legislature of the County of Nassau against the parcel known as 103 Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 72 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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Reviewed By
Office of Town Attorney

2016-5611
Need letter

DEPARTMENT OF PLANNING AND DEVELOPMENT

TOWN HALL WEST, 74 AUDREY AVENUE, OYSTER BAY, NY 11771
TEL. 516-624-6200 FAX 516-624-6240



OFFICE OF THE COMMISSIONER

COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

DIANA S. AQUIAR
DEPUTY COMMISSIONER

DANGEROUS BUILDING

PREMISES: 103 Melrose Avenue
Massapequa, NY 11758
Section 53, Block C Lot 72

NOTICE

Pursuant to the New York State Building Code, and Section 96.20 of the Code of the Town of Oyster Bay, portions of this PREMISES IS ORDERED SECURED. The Town of Oyster Bay shall board up all interior and exterior access into the cellar and garage of the premises. No entry into the premises will be permitted without the express permission of the Commissioner of the Department of Planning and Development.

These premises are deemed unsafe because of the following conditions:

- ☒ DANGEROUS CONDITION—ALTERATIONS MADE WITHOUT PERMITS AND/OR INSPECTIONS BY THE TOWN OF OYSTER BAY
- ☒ FAILURE TO COMPLY WITH A DIRECTIVE §246-14.7.2
- ☒ TOWN OF OYSTER BAY BUILDING CODE; DISTRICT USE VIOLATIONS §246-5.2 (VIOLATION OF PERMITTED USE AS ONE FAMILY DWELLING), §135.18 NON-HABITABLE SPACE (TENANTS LIVING IN THE BASEMENT) §135.20 EXITS (SECONDARY EXIT OPENINGS SHALL BE PROVIDED FOR EMERGENCY USE).
- ☒ VIOLATIONS OF NYS UNIFORM FIRE SAFETY CODE
- ☒ PLUMBING WORK WITHOUT PERMITS, WITHOUT A TOWN OF OYSTER BAY LICENSED PLUMBER AND WITHOUT INSPECTION BY THE TOWN OF OYSTER BAY
- ☒ ELECTRICAL WORK WITHOUT A TOWN OF OYSTER BAY LICENSED ELECTRICIAN AND NO ELECTRICAL CERTIFICATE OF APPROVAL

By Order of Town of Oyster Bay
Department of Planning & Development

Commissioner

Dated: June 21, 2016

THIS NOTICE MAY NOT BE REMOVED WITHOUT APPROVAL OF THE COMMISSIONER. REMOVAL SHALL BE DEEMED A VIOLATION OF SECTION 96-18 OF THE TOWN CODE.



TOWN OF OYSTER BAY

THIS INDENTURE, made the 20th day of November, in the year two thousand
BETWEEN Frank Burgos and Frances A. Burgos
2129 Wantagh park Drive
Wantagh, New York 11793

party of the first part, and
Frank E. Burgos and Cynthia A. Burgos
103 Melrose Avenue
Massapequa, New York 11758

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying
and being in the Town of Oyster Bay, County of Nassau, and State of New York,
bounded and described as follows:

Tax Map
Designation
Dist.
Sec.
Blk.
Lot(s)

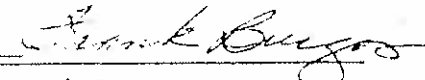
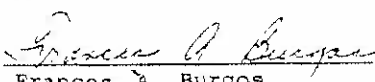
BEGINNING at a point on the easterly side of Melrose Avenue,
distant 631.20 feet sutherly from the corner formed by the
intersection of the easterly side of melrose Avenue and
the southerly side of Oakley Street;
RUNNING THENCE south 84 degrees 17 degrees 22 degrees east
158.71 feet;
RUNNING THENCE south 04 degrees 41 minutes 08 seconds west
62.09 feet;
RUNNING THENCE north 84 degrees 17 minutes 22 seconds west
159.03 feet to the easterly side of Melrose Avenue;
RUNNING THENCE along the easterly side of Melrose Avenue
north 05 degrees 42 minutes 38 seconds east 62.08 feet to
the point or place of BEGINNING.
TOGETHER with a strip of land 2.4 feetwide, more or 3less,
said strip adjoining the above describe premises on the
westerly side of there of extending the entire width or
frontage of said premises.
BEING AND INTENDED TO BE the same premises conveyed to
the grantors ~~herein by deed dated~~

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby
the said premises have been incumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the
first part will receive the consideration for this conveyance and will hold the right to receive such consideration
as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same
first to the payment of the cost of the improvement before using any part of the total of the same for any other
purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:


Frank Burgos

Frances A. Burgos



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

August 15, 2016

TO: DIANA S. AQUIAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

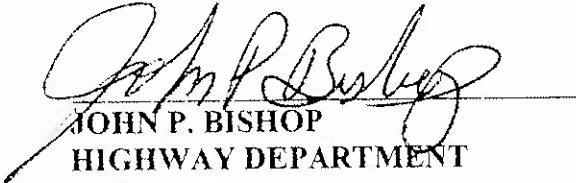
FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

**SUBJECT: 103 MELROSE AVENUE, MASSAPEQUA
BOARD-UP**

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$733.08.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

BOARD-UP 103 MELROSE AVENUE, MASSAPEQUA TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (53-C-72) 103 MELROSE AVE MASSAPEQUA 11758

Date Aug 9, 2016

Work Order # 29203

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GREGORY MARCHESE	General Maintenance	02:30	\$48.12	00:00	0	\$120.30
VINCENT CAGGIANO JR	General Maintenance	02:30	\$24.08	00:00	0	\$60.20
JEFFREY VAN NOSTRAND	General Maintenance	02:30	\$44.03	00:00	0	\$110.08
PAUL HARABEDIAN	General Maintenance	02:30	\$23.66	00:00	0	\$59.15

Total Labor \$349.73

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	02:30	\$197.50

Total Equipment \$197.50

Materials

Material	Cost Per Unit	Units	Line Cost
Plywood 4'X8'X1/2"	\$20.65	9	\$185.85

Total Materials \$185.85

Grand Total \$733.08

Description of Work:

WHOLE HOUSE DOARD UP 103 MELROSE AVENUE MS TO RICH DO NOT DO TILL AUGUST 1, 2016

Signature:

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Aug 12, 2016



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated June 1, 2016, authorized the Highway Department to clean up the premises located at 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1 through 5 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 6, 2016, in the total amount of \$1,892.51, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,892.51 may be assessed by the Legislature of the County of Nassau against the parcel known as 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1 through 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney

Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: December 15, 2016

SUBJECT: Property Cleanup Assessment
310 North Baldwin Drive, Massapequa, New York 11758
Section 52, Block 37, Lots 1 through 5

The Department of Planning and Development, by memorandum dated June 1, 2016, directed the Highway Department to clean the premises located at 310 North Baldwin Drive, Massapequa, New York 11758 also known as Section 52, Block 37, Lots 1 through 5 on the Land and Tax Map of the County of Nassau. (See copy of deed attached). The Highway Department has, by memorandum dated June 21, 2016, advised that the property was cleaned by a crew from the Highway Department on June 6, 2016. The total cost incurred by the Town of Oyster Bay was \$1,892.51.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachment
Town Attorney (11 copies)



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated June 1, 2016, authorized the Highway Department to clean up the premises located at 310 North Baldwin Drive, Massapequa, New York 11758, also known as Section 52, Block 37, Lots 1 through 5 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 6, 2016, in the total amount of \$1,892.51, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,892.51 may be assessed by the Legislature of the County of Nassau against the parcel known as 310 North Baldwin Drive, Massapequa, New York 11758; also known as Section 52, Block 37, Lots 1 through 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -



Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 1, 2016

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through: COMMISSIONER
PLANNING AND DEVELOPMENT

Subject: 310 N. Baldwin Dr. Massapequa, NY 11758
SBL: 52-37-1

Notice of Violation (No.15974) was issued to the owner of the above-referenced premises 05/31/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris. Please remove the above ground pool on the property.

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

COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney

TOWN ATTORNEY'S OFFICE
TOWN OF OYSTER BAY

1 2016 AUG -2 A 9 46 1



600-N-21071.

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

THIS INDENTURE, made the 15TH day of DECEMBER, 2006 ✓

BETWEEN

TRI STATE SOLUTIONS INC., WITH OFFICES at 8811 Jamaica Ave, Woodhaven

party of the first part, and

ZENAIDA F. MARIANO residing at 310 N. Baldwin Drive, N. Massapequa.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE A ANNEXED HERETO

SAID PREMISES BEING KNOWN AS

310 NORTH BALDWIN PLACE
N. MASSAPEQUA, NY

SEC 52
BLOCK 37
LOT 1 TO 5 ✓

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

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

IN PRESENCE OF:

Tri State Solutions Inc.
TRI STATE SOLUTIONS INC.

Bo + Kamal Zafar (President)
KAMAL ZAFAR - PRESIDENT.



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

June 21, 2016

TO: DIANA S. AQUILAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT


FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 310 NORTH BALDWIN DRIVE, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,892.51.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.



KEVIN M. HANIFAN
COMMISSIONER
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

CLEAN-UP 310 NORTH BALDWIN DRIVE, MASSAPEQUA TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (52-37-1) 310 NORTH BALDWIN DR MASSAPEQUA 11758

Date Jun 6, 2016

Work Order # 27553

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JOSEPH CARECCIA	General Maintenance	03:00	\$52.98	00:00	0	\$158.94
DONALD CHANDLER	General Maintenance	03:00	\$43.02	00:00	0	\$129.06
MICHAEL HAYWARD	General Maintenance	03:00	\$43.02	00:00	0	\$129.06
MICHAEL MARTIN	General Maintenance	03:00	\$24.76	00:00	0	\$74.28
CHRISTOPHER MOORE	General Maintenance	03:00	\$24.76	00:00	0	\$74.28
MARK SCHLOSSER	General Maintenance	03:00	\$41.84	00:00	0	\$125.52
Total Labor						\$691.14

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	03:00	\$237.00
TD576	TRUCK DUMP 2005 INTL 7300 YW (T-272 / T-273)- 6 Wheeler	\$131.00	03:00	\$393.00
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	03:00	\$237.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	03:00	\$315.00
Total Equipment				\$1182.00

Materials

Material	Cost Per Unit	Units	Line Cost
Tipping Fee (per ton)	\$80.70	0.24	\$19.37
Total Materials			\$19.37

Grand Total \$1892.51

Description of Work:

CLEAN UP 310 N. BROADWAY MS TO DOUG PLEASE DO ASAP

Signature: _____
Name: Giacomo Grandine
Title: Highway Construction Supervisor
Date: Jun 14, 2016



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 17, 2016, authorized the Highway Department to clean up the premises located at 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 1, 2016, in the amount of \$1,157.38, be referred to the County of Nassau for assessment,

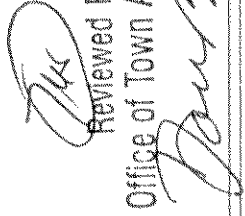
NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,157.38 may be assessed by the Legislature of the County of Nassau against the parcel known as 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

Reviewed By
Office of Town Attorney


8

Town of Oyster Bay

Inter-Departmental Memo

39

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: December 15, 2016

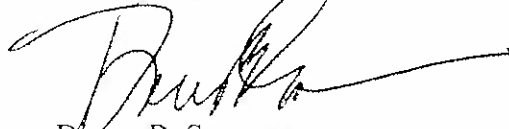
SUBJECT: Property Cleanup Assessment
2 Robin Court, Farmingdale, New York 11735
Section 48, Block 553, Lot 4

The Department of Planning and Development, by memorandum dated May 17, 2016, directed the Highway Department to clean the premises located at 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated June 21, 2016, advised that the property was cleaned by a crew from the Highway Department on June 1, 2016. The cost incurred by the Town of Oyster Bay was \$1,157.38.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
Town Attorney (w/11 copies)

S:\Attys\DBS\Cleanup MD&Reso\MD 2 Robin Ct 12.15.16.doc



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated May 17, 2016, authorized the Highway Department to clean up the premises located at 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on June 1, 2016, in the amount of \$1,157.38, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,157.38 may be assessed by the Legislature of the County of Nassau against the parcel known as 2 Robin Court, Farmingdale, New York 11735, also known as Section 48, Block 553, Lot 4 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -



Reviewed By
Office of Town Attorney
[Signature]

TOWN OF OYSTER BAY

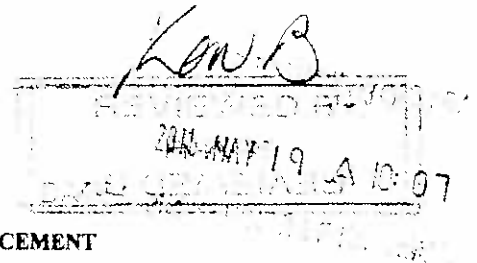
Inter-Departmental Memo
May 17, 2016

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY

From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT

Through: COMMISSIONER
PLANNING AND DEVELOPMENT

Subject: 2 Robin Court Farmingdale, NY 11735
SBL: 48-553-4




Notice of Violation (No.15794) was issued to the owner of the above-referenced premises 05/05/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris.

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

COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

ME/js

cc: Leonard Genova, Town Attorney



SCAP 18/73N

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

BETWEEN JAMES P. MILLI, RESIDING AT 2 ROBIN COURT, FARMINGDALE, NEW YORK, INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF JOHN F. MILLI, DECEASED, JOHN J. MILLI, RESIDING AT 12 BELLVIEW AVENUE, PORT WASHINGTON, NEW YORK, ELIZABETH KREST, RESIDING AT 85 LEACH STREET, STOUGHTON, MASS., AND JANET BASKA, RESIDING AT 212 PALM AIRE DRIVE, FRIENDSWOOD, TEXAS, ALL AS DISTRIBUTEES UNDER THE LAST WILL AND TESTAMENT OF JOHN F. MILLI, DECEASED, SAID WILL HAVING BEEN PROBATED IN THE NASSAU COUNTY SURROGATE'S COURT, FILE NO. 283708,

as executor of

John F. Milli

the last will and testament of

Farmingdale

, late of
, deceased,

party of the first part, and James P. Milli, residing at 2 Robin Court, Farmingdale, New York,

party of the second part,

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

dollars,

lawful money of the United States,

paid by the party of the

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

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

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

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

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

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

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

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

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

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

BC. 48
EK. 553
DT 4



Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Deed Number (RETT):
RERE 008295

Type of Instrument: Deed

Control No: 199810232069

JAMES P
MILLI

JAMES P
MILLI

Recorded: 10/23/1998
At: 3:14:37 PM
In Liber: 10976
Of: Deed Book
From Page: 0740
Through Page: 0743

Refers to Liber: 00000
Of:
Page: 0000

Location: Section: Block: Lot: Unit:
Oyster Bay (2824) 00000048 00553-00 00004

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$ 113,250.00

Received The Following Fees For Above Instrument

		Exempt			Exempt
Recording \$	27.00	NO	Equal/Cty \$	5.00	NO
GAINS			State Fee \$	4.75	NO
St.Fee/Cty \$.25	NO	Trans Tax \$	454.00	NO
			Surchg/NYS \$	22.00	NO
Surchg/Cty \$	3.00	NO			

Fees
Paid: \$ 516.00

Deed Number (RETT): RERE 008295

THIS PAGE IS A PART OF THE INSTRUMENT

GJS001

Karen V. Murphy
County Clerk, Nassau County



199810232069



DB

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

June 21, 2016

TO: DIANA S. AQUIAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

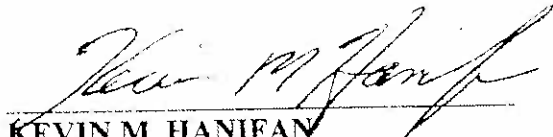
FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 2 ROBIN COURT, FARMINGDALE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,157.38.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.


KEVIN M. HANIFAN
COMMISSIONER
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet

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

TOWN ATTORNEY OFFICE
TOWN OF OYSTER BAY

1 2016 AUG - 2 A 9 471





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (48-553-4) 2 ROBIN CT FARMINGDALE 11735 Date Jun 1, 2016
Work Order # 27261

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	02:00	\$29.41	00:00	0	\$58.82
ROBERT FLEISCHER	General Maintenance	02:00	\$26.93	00:00	0	\$53.86
ANDREW HOUGHTON	General Maintenance	02:00	\$28.21	00:00	0	\$56.42
MARTIN LANG	General Maintenance	02:00	\$49.38	00:00	0	\$98.76
CHRISTOPHER MADDEN	General Maintenance	02:00	\$24.76	00:00	0	\$49.52
Total Labor						\$317.38

Tools/Vehicle

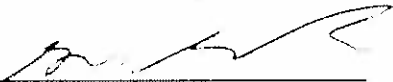
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	02:00	\$158.00
TD576	TRUCK DUMP 2005 INTL 7300 YW (T-272 / T-273)- 6 Wheeler	\$131.00	02:00	\$262.00
TD635	TRUCK DUMP 2008 FORD F350 YW (T275 / T-275) - Power Wagons	\$105.00	02:00	\$210.00
TR099	TRAILER 1993 CUSTM 6X10 YW (M-99 / M99)	\$105.00	02:00	\$210.00
Total Equipment				\$840.00

Materials

Material	Cost Per Unit	Units	Line Cost
Total Materials			

Grand Total \$1157.38

Description of Work:
CLEAN UP 2 ROBIN COURT FM TO DOUG

Signature: 
Name: Giacomo Grandine
Title: Highway Construction Supervisor
Date: Jun 7, 2016



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated July 20, 2016, authorized the Highway Department to clean up the premises located at 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 25, 2016, in the amount of \$535.15, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$535.15 may be assessed by the Legislature of the County of Nassau against the parcel known as 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

-#-

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

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

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

Reviewed By
Office of Town Attorney

40

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: December 15, 2016

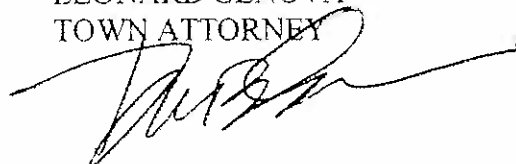
SUBJECT: Property Cleanup Assessment
43 Maxwell Drive, Westbury, New York 11590
Section 11, Block 428, Lot 24

The Department of Planning and Development, by memorandum dated July 20, 2016, directed the Highway Department to clean the premises located at 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated August 15, 2016, advised that the property was cleaned by a crew from the Highway Department on July 25, 2016. The cost incurred by the Town of Oyster Bay was \$535.15.

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

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
cc: Town Attorney (w/11 copies)

S:\Attys\DBS\Cleanups MD&Reso\MD 43 Maxwell Dr 12 15 16.doc



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Deputy Commissioner of the Department of Planning and Development, by memorandum dated July 20, 2016, authorized the Highway Department to clean up the premises located at 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 25, 2016, in the amount of \$535.15, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$535.15 may be assessed by the Legislature of the County of Nassau against the parcel known as 43 Maxwell Drive, Westbury, New York 11590, also known as Section 11, Block 428, Lot 24 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

-#-



Reviewed By
Office of Town Attorney

✓ 2016-5614
A

TOWN OF OYSTER BAY

**Inter-Departmental Memo
July 20, 2016**

To: KEVIN HANIFAN, COMMISSIONER HIGHWAY
From: MICHAEL ESPOSITO-BUREAU CHIEF/ CODE ENFORCEMENT
**Through: COMMISSIONER
PLANNING AND DEVELOPMENT**
**Subject: 43 Maxwell Drive Westbury, NY 11590
SBL: 11-428-28**

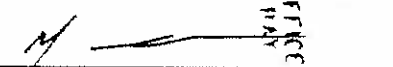
Notice of Violation (No.15945) was issued to the owner of the above-referenced premises 07/05/16 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that you cut the grass, trim the bushes, and remove the litter and debris.

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

COMMISSIONER

BY:


MICHAEL ESPOSITO
BUREAU CHIEF/CODE ENFORCEMENT

TOWN ATTORNEY OFFICE
TOWN OF OYSTER BAY

2016 AUG 25 A 9:08

ME/js
cc: Leonard Genova, Town Attorney



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

THIS INDENTURE, made the 4th day of January, nineteen hundred and ninety five
 BETWEEN Security Pacific Realty Corp., a corporation with offices at
 1400 Old Country Road, Westbury, NY 11590

party of the first part, and Leon Heblett, residing at 1045 St. John's Place,
 Brooklyn, NY 11263

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

at Hicksville in the Town of Oyster Bay, County of Nassau and State of New York, known as and by lot 24 in Block 428 as shown and designated on a certain map entitled "Map of Imperial Gardens Section No. 3, situated at Hicksville, Nassau County, New York, surveyed October 1957, Baldwin & Cornelius Co., Civil Engineers and Surveyors, Freeport, NY" and filed in the Office of the Clerk of the County of Nassau, September 18, 1958, under File No. 7074, and which said lot according to said map is bounded and described as follows:

BEGINNING at a point on the northeasterly side of Maxwell Drive distant 239.06 feet northwesterly from the extreme northwesterly end of the arc connecting the northwesterly side of Robbins Lane with the northeasterly side of Maxwell Drive;

RUNNING THENCE northwesterly along the northeasterly side of Maxwell Drive the following two courses and distances:

- 1) along the arc of a circle bearing to the left having a radius of 250 feet a distance of 0.73 feet;
- 2) North 48 degrees 02 minutes West 74.26 feet;

THENCE North 41 degrees 58 minutes East 100 feet;

THENCE South 48 degrees 02 minutes East 75 feet;

THENCE South 41 degrees 58 minutes West 100 feet to the northeasterly side of Maxwell Drive, the point or place of BEGINNING.

BEING AND INTENDED TO BE same premises grantor acquired by Deed dated 7/26/94 and recorded 11/17/94 in Liber 10487 page 591.

Premises also known as 43 Maxwell Drive, Westbury, New York.

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

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

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

IN PRESENCE OF:



Security Pacific Realty Corp.

Garyn S. Schreiber
 Garyn S. Schreiber, Asst. V.P.



Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Deed Number (RETT):
RETT012576



DEED LIBER 10506

Type of Instrument: Deed

Control No: 199501121367

SECURITY PACIFIC REALTY CORP

LEON
NEBLETT

W

Recorded: 1/12/1995
At: 3:00:50 PM
In Liber: 10506
Of: Deed Book
From Page: 0249
Through Page: 0251A

Refers to Liber: 00000
Of:
Page: 0000

Location:	Section:	Block:	Lot:	Unit:
Oyster Bay (2824)	00000011	00428-00	00024	

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$ 185,000.00

Received Following Fees For Above Instrument

		Exempt			Exempt
Recording \$	24.00	NO	State Fee \$	4.75	NO
Equal/Cty \$	5.00	NO	St.Fee/Cty \$.25	NO
Gains Tax \$	1.00	NO	Trans Tax \$	740.00	NO
Surchg/NYS \$	22.00	NO			
Surchg/Cty \$	3.00	NO			
			Fees Paid: \$	800.00	

Deed Number (RETT): RETT012576

THIS PAGE IS A PART OF THE INSTRUMENT

GAH001

Karen V. Murphy
County Clerk, Nassau County



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

August 15, 2016

TO: DIANA S. AQUIAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JOHN P. BISHOP
HIGHWAY DEPARTMENT

SUBJECT: 43 MAXWELL DRIVE, WESTBURY
CLEAN-UP

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

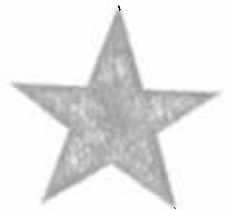
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$535.15.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.


JOHN P. BISHOP
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



CLEAN-UP 43 MAXWELL DRIVE, WESTBURY TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (11-428-24) 43 MAXWELL DR WESTBURY 11590 Date Jul 25, 2016
Work Order # 29199

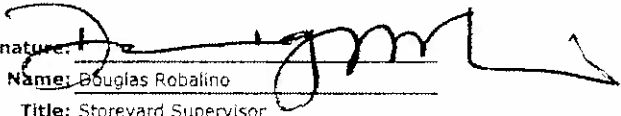
Labor Costs						
Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JOSEPH SANTANGELO	General Maintenance	01:00	\$42.41	00:00	0	\$42.41
OSCAR GUEVARA	General Maintenance	01:00	\$23.66	00:00	0	\$23.66
JOSEPH PISZCZATOWSKI	General Maintenance	01:00	\$49.52	00:00	0	\$49.52
ROBERT SANZOVERINO	General Maintenance	01:00	\$25.56	00:00	0	\$25.56
Total Labor						\$141.15

Tools/Vehicle				
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD634	TRUCK DUMP 2008 FORD F350 YW (T175 / T-175) - Power Wagons	\$105.00	02:00	\$210.00
TD655	PICK-UP TRUCK 2009 FORD F-250 YW (16 / 016)	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON	\$105.00	01:00	\$105.00
Total Equipment				\$394.00

Materials			
Material	Cost Per Unit	Units	Line Cost
Total Materials			

Description of Work:

CLEAN UP 43 MAXWELL DRIVE WESTBURY TO DOUG

Signature: 

Name: Douglas Robalino

Title: Storeyard Supervisor

Date: Aug 11, 2016

Grand Total

\$535.15



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development by the emergency powers granted to the Deputy Commissioner of the Department of Planning and Development, authorized the Highway Department to do a board up on the basement only at the premises located at 134 North Windhorst Avenue, Bethpage, New York 11714, also known as Section 49, Block 7, Lots 534 and 536 the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on March 3, 2016, in the amount of \$224.83, be referred to the County of Nassau for assessment,


NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$224.83 may be assessed by the Legislature of the County of Nassau against the parcel known as 134 North Windhorst Avenue, Bethpage, New York 11714, also known as Section 49, Block 7, Lots 534 and 536 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

7/1/17
Reviewed By
Office of Town Attorney


10

Town of Oyster Bay Inter-Departmental Memo

41

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: December 15, 2016

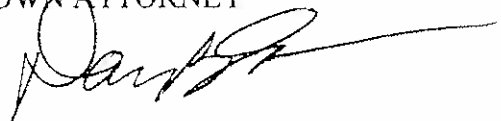
SUBJECT: Property Cleanup Assessment
134 North Windhorst Avenue, Bethpage, New York 11714
Section 49, Block 7, Lots 534 and 536

By the emergency powers granted to the Deputy Commissioner of the Department of Planning and Development, the Highway Department was directed to do a board up on the basement only at the premises located at 134 North Windhorst Avenue, Bethpage, New York 11714, also known as Section 49, Block 7, Lots 534 and 536 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated March 7, 2016, advised that the property was secured by a crew from the Highway Department on March 3, 2016. The cost incurred by the Town of Oyster Bay was \$224.83.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

LEONARD GENOVA
TOWN ATTORNEY



Donna B. Swanson
Deputy Town Attorney

DBS:aml
Attachments
Town Attorney (w/11 copies)



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development by the emergency powers granted to the Deputy Commissioner of the Department of Planning and Development, authorized the Highway Department to do a board up on the basement only at the premises located at 134 North Windhorst Avenue, Bethpage, New York 11714, also known as Section 49, Block 7, Lots 534 and 536 the Land and Tax Map of the County of Nassau; and

WHEREAS, Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, by memorandum dated December 15, 2016, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on March 3, 2016, in the amount of \$224.83, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Leonard Genova, Town Attorney, and Donna B. Swanson, Deputy Town Attorney, as set forth in their memorandum dated December 15, 2016, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$224.83 may be assessed by the Legislature of the County of Nassau against the parcel known as 134 North Windhorst Avenue, Bethpage, New York 11714, also known as Section 49, Block 7, Lots 534 and 536 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -



7/1/17
Reviewed By
Office of Town Attorney
[Signature]

2016-5445 S
Need it

DEPARTMENT OF PLANNING AND DEVELOPMENT

TOWN HALL WEST, 74 AUDREY AVENUE, OYSTER BAY, NY 11771
TEL. 516-624-6200 FAX 516-624-6240



OFFICE OF THE COMMISSIONER

March 3, 2016

Hand Delivered and Via Certified Mail, RRR

Ms. Teresa Pigott
Mr. David Pigott
134 N. Windhorst Avenue
Bethpage, NY 11714

RE: Premises: 134 N. Windhorst Avenue, Bethpage, NY 11714
Section 49 Block 7 Lot 534 & 536

NOTICE OF DANGEROUS PREMISES

Pursuant to Chapter 96 of the Code of the Town of Oyster Bay

Dear Mr. Pigott and Ms. Pigott:

The reports and photographs of the inspection performed by a representative of the Building Department and Code Enforcement Official have been thoroughly reviewed. The conditions observed present a danger to the health, safety and general welfare of the public. Based on this review, it has been determined that the basement and second floor portions of the Premises present an imminent danger to the occupants.

Be advised that, pursuant to the emergency powers granted to the Department of Planning and Development, under Section 96-20 of the Code of the Town of Oyster Bay ("Town Code"), the Premises are deemed to contain a dangerous condition and that, for the protection and safety of the public, the basement and second floor portions of the Premises are ordered to be secured, boarded, fenced, sealed or otherwise made safe.

Board up alone same day
No Posting
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

DIANA S. AQUIAR
DEPUTY COMMISSIONER

TOWN ATTORNEY OFFICE
TOWN OF OYSTER BAY

2016 MAR 30 AM 10:48



No entry into the basement and second floor portions of the Premises is permitted by any person without the consent of the Department of Planning and Development.

Interference with this Order may be considered an obstruction of governmental authority and an action of gross negligence.

Pursuant to Chapter 96 of the Town Code, you have seventy-two (72) hours to commence the abatement of the dangerous conditions (§96-9) or seven (7) days to reject the emergency findings (§96-8). The abatement of the condition is to vacate cellar and second floor occupancies, and to submit an application for a building permit to maintain any interior alterations, structures, construction, additions, within your tenancy etc. You will have to work in conjunction with the owner of the property, who must prepare the site plan and application for approval.

BY ORDER OF:

Diana S. Aquiar
Deputy Commissioner

DSA:wgm

**Cc: Justin McCaffrey, Commissioner
Department of Public Safety**

**Richard Betz, Commissioner
Department of Public Works**

**Kevin Hanifan, Commissioner
Department of Highways**



TOWN OF OYSTER BAY

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

134 N. Windhorst

THIS INDENTURE, made the 13 day of MARCH in the year 2006

BETWEEN

TERESA R. PIGOTT, RESIDING AT 134 WINDHORST AVENUE, BETHPAGE, NEW YORK

party of the first part, and

DAVID PIGOTT, AND TERESA R. PIGOTT, RESIDING AT 134 WINDHORST AVENUE, BETHPAGE, NEW YORK

④ married man as his separate estate

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE ATTACHED SCHEDULE A

RE SOL 07492N

49

7

PREMISE 134 WINDHORST AVENUE, BETHPAGE, NEW YORK

534 + 636

HH \$ 0

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

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

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

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

IN PRESENCE OF:

Teresa R. Pigott
TERESA R. PIGOTT



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

March 7, 2016

TO: FREDERICK P. IPPOLITO, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

ATT: DIANA S. AQUIAR, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT


FROM: KEVIN M. HANIFAN, COMMISSIONER
DEPARTMENT OF HIGHWAYS

SUBJECT: 134 WINDHORST AVENUE, BETHPAGE
Board-Up

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$224.83.

If you have any questions pertaining to the above subject, please feel free to contact Kevin Hanifan at 677-5769.



KEVIN M. HANIFAN
COMMISSIONER
HIGHWAY DEPARTMENT

KMH/kjb

Enc. T & M sheet



Board-up 134 WINDHORST AVENUE, BETHPAGE to P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (49-7-534) 134 WINDHORST AVE BETHPAGE 11714

Date Mar 3, 2016

Work Order # 24333

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JEFFREY VAN NOSTRAND	General Maintenance	01:30	\$44.03	00:00	0	\$66.05
Total Labor						\$66.05

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	01:30	\$118.50
Total Equipment				\$118.50

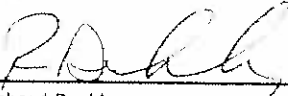
Materials

Material	Cost Per Unit	Units	Line Cost
Plywood 4'X8'X1/2"	\$20.65	1	\$20.65
Locks	\$12.39	1	\$12.39
Hasps	\$7.24	1	\$7.24
Total Materials			\$40.28

Grand Total \$224.83

Description of Work:

board up the basement only at 134 north windhorst Avenue, Bethpage

Signature: 
Name: Richard Buckley
Title: Highway Construction Supervisor
Date: Mar 4, 2016



Meeting of January 24, 2017

Resolution No. 42-2017

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that the Town Board authorize a refund in the amount of \$30.00 to Mr. Jared Simcik, 2 William Street, Massapequa, N.Y. 11758, for the overcharge of a Veteran's discounted Beach Pass at the John J. Burns Town Park,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Mr. Jared Simcik, in the amount of \$30.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memorandum


TO: Memorandum Docket
FROM: Frank A. Nocerino, Commissioner of Parks
DATE: January 4, 2017
SUBJECT: Resident Refund

The Department of Parks has received correspondence from Jared Simcik requesting a \$30 refund, the amount he was overcharged, for a Veteran's Beach Pass. Mr. Simcik was charged \$60 to his credit card at John J. Burns Town Park and the staff was unable to reverse the charge that day. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$30 waiving a 5% administration fee.

Overcharge of a Aux. Pol/Vol. Fire/USGA/VET Beach Pass	\$ 30.00
5% Administration Fee waived	- \$ 0.00
Total Refund	<u>\$ 30.00</u>

Kindly debit account PKS A 0001 02025 523 0000.


Frank A. Nocerino
Commissioner of Parks

FAN:DM
Attachments
Cc: Office of the Town Attorney (original +10 copies)

August 8th, 2016

To Commissioner of Parks

I am writing to you to request
refund of over-charge for A ^{veteran} ~~6/24/16~~ ^{Simcik}
discounted Beach Pass. on ~~5/24/16~~ I was
charged the full rate of \$60 to my
credit card. The staff was unable to
reverse this charge that day. I was told
it would take two pay periods to receive
my refund. This did not happen so I
contacted the Parks department and
was told I had to submit a written
letter. Please refund the \$30 over
charge. Thank you. TAG purchased
at Burn's Park.

Jared Simcik
2 William St
Massapequa NY 11758
[REDACTED]

TAG# 369

License Plate# [REDACTED]



$$\begin{aligned} & \left(\frac{1}{2} \right)^n \leq \frac{1}{2} \left(\frac{1}{2} \right)^{n-1} \leq \frac{1}{2} \left(\frac{1}{2} \right)^{n-2} \leq \dots \leq \frac{1}{2} \left(\frac{1}{2} \right)^1 = \frac{1}{2} \\ & \left(\frac{1}{2} \right)^n \leq \frac{1}{2} \left(\frac{1}{2} \right)^{n-1} \leq \frac{1}{2} \left(\frac{1}{2} \right)^{n-2} \leq \dots \leq \frac{1}{2} \left(\frac{1}{2} \right)^1 = \frac{1}{2} \\ & \left(\frac{1}{2} \right)^n \leq \frac{1}{2} \left(\frac{1}{2} \right)^{n-1} \leq \frac{1}{2} \left(\frac{1}{2} \right)^{n-2} \leq \dots \leq \frac{1}{2} \left(\frac{1}{2} \right)^1 = \frac{1}{2} \end{aligned}$$
$$\begin{aligned} \mathbf{z}_1 &= \begin{bmatrix} 1 \\ 0 \\ 0 \end{bmatrix}, \quad \mathbf{z}_2 = \begin{bmatrix} 0 \\ 1 \\ 0 \end{bmatrix}, \quad \mathbf{z}_3 = \begin{bmatrix} 0 \\ 0 \\ 1 \end{bmatrix} \\ \mathbf{z}_4 &= \begin{bmatrix} 1 \\ 1 \\ 1 \end{bmatrix}, \quad \mathbf{z}_5 = \begin{bmatrix} 1 \\ 0 \\ 1 \end{bmatrix}, \quad \mathbf{z}_6 = \begin{bmatrix} 0 \\ 1 \\ 1 \end{bmatrix} \\ \mathbf{z}_7 &= \begin{bmatrix} 1 \\ 1 \\ 0 \end{bmatrix}, \quad \mathbf{z}_8 = \begin{bmatrix} 1 \\ 0 \\ 0 \end{bmatrix}, \quad \mathbf{z}_9 = \begin{bmatrix} 0 \\ 1 \\ 0 \end{bmatrix} \end{aligned}$$

Sale

DATE _____

TIME _____

PAGE _____

[illegible]

$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

[illegible]

BURNS RAMP
4990 MERRICK RD
MASSAPEQUA NY 11758

MERCHANT: 15920463
DATE: 06/24/2016
ACCOUNT #: xxxxxxxxx7360
TYPE: VI
REF #: 000015920463002
BATCH #: 176001
AUTH #: 024235
SALE: \$60.00

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

SIGNATURE ON FILE

X_____

PRINT CLOSE

*Signed receipt misplaced by
facility. Please confirm charge
on settlement Report attached

VS3795 000009	60.00	60.00
S VS6586 000010	65.00	65.00
S VS3427 000011	60.00	60.00
S MC6734 000012	60.00	60.00
S VS4335 000013	60.00	60.00
S VS3323 000014	30.00	30.00
S VS5793 000015	60.00	60.00
S MC5549 000016	60.00	60.00
S VS8021 000017	60.00	60.00

Grand Totals

Sale Total:	17	\$	935.00
Refunds:	0	\$	0.00
Total:	17	\$	935.00

DOR# 42

161147

BURNS BROS
4990 METRICK RD
MASSAPLQUA, NY 11754
(516) 797-7876

Term ID: 062

06/24/16

20:30:31

SETTLEMENT REPORT

Batch Num: 176001
Host Name: VNTV
Merchant: 1

Sales	17	\$	935.00
Refunds	0	\$	0.00
Total	17	\$	935.00

Settlement Successful

BURNS BROS
4990 METRICK RD
MASSAPLQUA, NY 11754
(516) 797-7876

06/24/16

20:30:24

Term ID: 062

Merchant ID: 000010920463
Bank ID: 6001

BATCH INQUIRY REPORT

Sales	17	\$	935.00
Refunds	0	\$	0.00
Total	17	\$	935.00

BURNS BROS
4990 METRICK RD
MASSAPLQUA, NY 11754
(516) 797-7876

06/24/16

20:30:25

DETAIL REPORT

II	Acct #	Sale	Total
	Inv #		
S	VS3257 000001	60.00	60.00
S	VS7368 000002	60.00	60.00
S	MC6954 000003	60.00	60.00
S	VS1792 000004	60.00	60.00
S	VS3323 000005	30.00	30.00
S	VS1193 000006	60.00	60.00
S	VS3323 000007	30.00	30.00
S	VS0563 000003	60.00	60.00
S			

Frank A. Nocerino
Commissioner



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

**Town of Oyster Bay
Department of Parks**

977 Hicksville Road
Massapequa, New York 11758
(516) 797-4128 Fax: (516) 797-4145
www.oysterbaytown.com

**2016
VFD/AUX PD/USCG AUX/MILITARY/VETERAN
SEASONAL BEACH PARKING STICKER
AUTHORIZATION FORM**

Name:	JARED Sincik		
Street Address:	Z William ST		
Town, State, Zip:	Massapequa NY, 11758		
Home Phone:	[REDACTED]	Business Phone:	—

VEHICLE INFORMATION

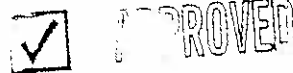
Make:	Nissan	Model:	Altima	Year:	2014
License Plate:	[REDACTED]	Fire Company:			
Auxiliary Police Unit/USCG:			Military/Veteran:	USAF	

OFFICE USE

Reviewed By:	[Signature]	Date:	6/24/16
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Permit Number Issued

Copy Distribution
White - Office
Pink - Applicant



Meeting of January 24, 2017

Resolution No. 43-2017

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that the Town Board authorize a refund in the amount of \$20.00 for Mr. Jeremy Rice, 29 Sylvia Lane, Plainview, N.Y. 11803, for his payment of a daily parking fee at the TOBAY Beach before he obtained a Seasonal Beach Permit,

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

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

4

43

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: January 4, 2017

SUBJECT: Resident Refund

The Department of Parks has received correspondence from Jeremy Rice requesting a \$20 refund for his annual resident daily beach permit at TOBAY Beach. Mr. Rice was unaware that he needed a special permit to purchase his Seasonal Beach Permit. After attending the beach for a day he went to get the special permit and subsequently purchased his Season Beach Permit. In light of the circumstances, the Parks Department believes a refund is in order.

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

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

Kindly debit account PKS A 0001 02025 523 0000.


Frank A. Nocerino
Commissioner of Parks

FAN:DM
Attachments
Cc: Office of the Town Attorney (original +10 copies)

To Whom It May Concern,

I did not know I needed a special beach waiver for a seasonal beach pass at Tobay. I am requesting a refund of \$20.00 for my trip on 6/18/16. I am also buying the \$60.00 seasonal pass, which is why I'm requesting the refund.

Sincerely,

Jeremy Rice
29 Sylvia Lane
Plainview, NY 11803

OK
MIGHT AN EXPENSE
FOR NOT CHANGING
ADM FEE.
PAID BY CASH



TOWN OF OYSTER BAY
DEPT. OF PARKS
Div. Beaches

2016

TODAY'S DATE

6/18

RESIDENT DAILY PARKING

NO. **13203**

Cash
\$20

THIS SIDE FACES WINDSHIELD



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

NO. IOB C

188

DATE

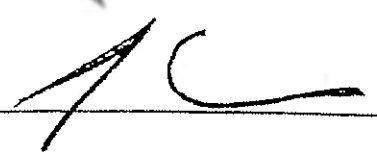
6/15/16

			NUMBER	RATE	AMOUNT
1 Resident Daily Auto Fee	No. 13187 Thru 13276		90	\$20.00	1800
2 Resident Season Permit	No. 1759 Thru 1938		180	\$60.00	10,800
3 Resident Special Permit	No. 57 Thru —		0	\$60.00	0
4 Non-Resident M-F	No. 401 Thru —		0	\$50.00	0
5 Aux. Pol/ Vol. Fire/USGA/VET	No. 210 Thru 215		6	\$30.00	180
6 Wantagh Fire Department	No. — Thru —		0	\$60.00	0
7 TOTAL must agree with line 14				X	12,780
8 Senior Citizen	No. 3077 Thru 3103		27	NO FEE	0
9 Disability/S.S.A.	No. 204 Thru 204		1	NO FEE	0
10 Replacement	No. 103 Thru 103		1	NO FEE	0
11 Hybrid	No. 82 Thru —		0	NO FEE	0
12	Group Total Closing			62967	
13	Group Total Opening			51127	
14 TOTAL (must agree with line 7)				12840	

REGISTER CLOSED 4 PM

CASH	9180
CREDIT/CHK	3360/240

Remarks over ring 1 season sticker
money material inv.

Cashier _____ Facility Manager 

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

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



DATE	DOLLARS	CENT
6/18/16	9180	00
CURRENCY		
COIN		
CHECKS (List each separately)		
1 903	60	00
2 412	60	00
3 336	60	00
4 4011	60	00
5		
6		
7		
8		
9		
10		
11		
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28		
29		
TOTAL FROM OTHER SIDE		

PLEASE RE-ENTER TOTAL HERE 9420 00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
A FEE FOR DEPOSITED FUNDS MAY BE PLACED ON FUNDS
SIMILAR INSTRUMENTS. THIS COULD
BE AVOIDED BY DEPOSITING SUCH FUNDS THE DAY
BEFORE WITHDRAWAL. PERIOD OF TIME PERMITTED BY LAW

1161102 Doe 188

TGBM BEACH GATE C \$ 9400.00

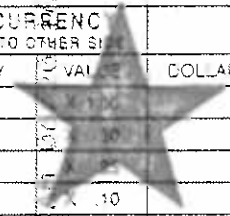
ADDITIONAL CHECK LISTING

CHECKS	DOLLARS	CENTS
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
TOTAL (LINES 30-50) FORWARD TO OTHER SIDE		

TOBACCO
DOZ # 1880
1761102

CURRENCY AND COIN FOR OFFICE USE ONLY

CURRENCY QUANTITY	VALUE	DOLLARS	CENTS
	X 100		
	X 50		
	X 20		
	X 10		
	X 5		
	X 2		
	X 1		
TOTAL CURRENCY FORWARD TO OTHER SIDE			
COIN QUANTITY	VALUE	DOLLARS	CENTS
	X .10		
	X .05		
	X .01		
TOTAL COIN FORWARD TO OTHER SIDE			



Keep this document to show to the police and courts

NEW YORK STATE REGISTRATION DOCUMENT

G PAS
GKV9602
2014 SUBARU NONTRANSFERABLE
SUBN BK JF2SJAC2EH45563
003366 G 4 GL652947 OCT 01 2015
W/Seat Fuel/Cyl SMB WHEA44

WHEEL LT Expires 10/31/17
666 GARLAND PLACE
DES PLAINS IL 60016 27.50

GL652947 VOID IF ALTERED EXCEPT FOR ADDRESS
ANNUAL CHG
ATT FUEL/CYL AND CHG 55.00



TOWN OF OYSTER BAY BEACH PARKING PERMIT
SPECIAL
20 16
John Vessella, Supervisor
LICENSE PLATE #

FKV-4602
10

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that the Town Board authorize a refund in the amount of \$28.50 (after an administration fee of \$1.50) for Mr. and Mrs. Ed Figueroa, 2 Canal Road, Massapequa N.Y. 11758, for their payment of a daily docking slip fee at the Joseph J. Saladino Memorial Marina at TOBAY, as they accidentally left their Seasonal Marina Permit at home,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Mr. and Mrs. Ed Figueroa, in the amount of \$28.50, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02025 525 0000.

-#-

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

7

44

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: January 4, 2017


SUBJECT: Resident Refund

The Department of Parks has received correspondence from Linda & Ed Figueroa requesting a \$30 refund. Mr. & Mrs. Figueroa were charged a \$30 entrance fee at the Joseph J. Saladino Memorial Marina at TOBAY. Mr. & Mrs. Figueroa had already purchased their seasonal permit (attached receipt #120), but left their permit copy at home on this particular day. In light of the situation, the Parks Department believes a refund is in order while applying a 5% administration fee.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$30 less a 5% administration fee.

Seasonal permit for entrance at the JJSMM at TOBAY	\$ 30.00
Less 5% Administration Fee	- \$ 1.50
Total Refund	<u>\$ 28.50</u>

Kindly debit account PKS A 0001 02025 525 0000.


Frank A. Nocerino
Commissioner of Parks

FAN:DM

Attachments

Cc: Office of the Town Attorney (original +10 copies)

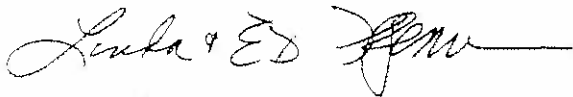
July 8, 2016

Frank A. Nocerino
Commissioner
Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa NY 11758

Dear Commissioner Nocerino,

On July 3rd, 2016 we were at TOBAY Marina docked at a slip. The Dock master (Lisa) approached us at which time we advised her that we left the pink copy of our permit #120 dated 5/2/16 at home. We asked her to verify this in the office with the yellow copy. She was not willing to do this and proceeded to charge us the \$30.00 (entrance fee) and the normal Slip fee of \$25.00. We paid a total of \$55.00 invoice number 0636. We would like to request a refund in the amount of \$30.00 for the entrance fee. Attached, please find copies of Permit #120 & Invoice #0636. We hope for a positive response from you.

Sincerely yours,



Linda & Ed Figueroa
2 Canal Road
Massapequa NY 11758
Cell: [REDACTED] (d)
Cell: [REDACTED] (Linda)





TOWN OF OYSTER BAY

John Venditto
Town Supervisor

JOSEPH J. SALADINO MEMORIAL MARINA AT TOBAY
DAILY BOAT RECEIPT



Department of Parks - 977 Hicksville Road, Massapequa, New York 11758 - (516) 797-4110

Decal Number: ef	Registration #:	Name on Boat: ANDIAMO	Slip Number: A17
Entrance Fee			SUB TOTAL
Resident (w/o Sticker) 1'-25' - \$30.00 <input type="checkbox"/> 26'-31' - \$30.00 <input type="checkbox"/> Over 31' - \$30.00 <input type="checkbox"/>			TOTAL AT BOTTOM
Non-Resident (Mon.-Thurs. Only) 1'-25' - \$50.00 <input type="checkbox"/> 26'-31' - \$50.00 <input type="checkbox"/> Over 31' - \$50.00 <input type="checkbox"/>			
Slip Rental Fee - Resident			
Monday thru Friday 1'-25' - \$10.00 <input type="checkbox"/> 26'-31' - \$15.00 <input type="checkbox"/> Over 31' - \$20.00 <input type="checkbox"/>			
Saturday, Sunday & Holidays 1'-25' - \$25.00 <input checked="" type="checkbox"/> 26'-31' - \$30.00 <input type="checkbox"/> Over 31' - \$35.00 <input type="checkbox"/>			
Slip Rental Fee - Resident Senior (Monday thru Friday excluding Holidays)			
Senior Citizen (with Sticker Only) 1'-25' - \$5.00 <input type="checkbox"/> 26'-31' - \$7.00 <input type="checkbox"/> Over 31' - \$10.00 <input type="checkbox"/>			
Slip Rental Fee - Non-Resident			
Monday thru Thursday Only 1'-25' - \$50.00 <input type="checkbox"/> 26'-31' - \$50.00 <input type="checkbox"/> Over 31' - \$60.00 <input type="checkbox"/>			
Past Due Payment Dates:			
Advanced Payment Dates:			
Beached Vessel - \$10.00 <input type="checkbox"/>			
PAYMENT MUST BE MADE IN ADVANCE. VIOLATORS WILL BE SUBJECT TO LOSS OF PRIVILEGES AT BOAT BASIN.			
Attendant SG	Date 7/3	<input checked="" type="checkbox"/> CASH <input type="checkbox"/> CHECK (W/ Decal) CR	Note: The above charges are made for every twenty-four (24) period (9:00 AM to 9:00 AM) or fraction thereof. Please retain this receipt while using these facilities. It is a receipt which may be requested by authorized personnel of the Town of Oyster Bay.
Copy Distribution: White - Patron Pink - Accounting Yellow - Marina Goldenrod - Control			Amount Received \$ 55 No. 0636

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



DATE	DOLLARS	CENT
7/3/16	750	
CURRENCY		
COIN		
CHECKS (list each separately)		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
TOTAL FROM OTHER SIDE		

PLEASE RE-ENTER
TOTAL HERE

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
A HOLD FOR DEPOSITED FUNDS MAY BE PLACED ON FUNDS
DEPOSITED THROUGH OR THROUGH WITHDRAWALS. THE COUN-
CILY TO WITHDRAWAL FUNDS THE DELAY
ANY WOULD NOT EXCEED THE PERIOD TIME PERMITTED BY

16051
16051

PKS 16051

\$

750.-

ADDITIONAL CHECK LISTING

CHECKS	DOLLARS	CENTS
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
TOTAL (LINES 30-50) FORWARD TO OTHER SIDE		

CURRENCY AND COIN FOR OFFICE USE ONLY

CURRENCY QUANTITY	VALUE	DOLLARS	CENTS
	100		
	50		
	20		
	10		
	5		
	2		
	1		
TOTAL CURRENCY FORWARD TO OTHER SIDE			
COIN QUANTITY	VALUE	DOLLARS	CENTS
	10		
	5		
	25		
	10		
	5		
	01		
TOTAL COINS FORWARD TO OTHER SIDE			

Frank A. Nocerino
Commissioner



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

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

120

2016

Joseph J. Saladino Memorial Marina at Tobay

SEASONAL BASIN ENTRANCE PERMIT AUTHORIZATION

Name: Linda Ed Figueroa

Address: 2 Canal Road
Massapequa

Registration #: NY 3250 MID O.A.L.

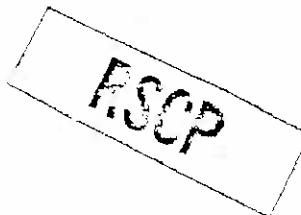
Boat Name: Arichano Contact # [REDACTED]

Permit Type	Amount Due	Amount Paid
One (1) to Twenty Five (25) feet	\$40.00	\$ <u>40.00</u>
Twenty Six (26) to Thirty one (31) feet	\$50.00	\$ <u></u>
Over Thirty One (31) feet	\$65.00	\$ <u></u>

Date: <u>5/2/16</u>	Amount Received: <u>40.00</u>	Authorized Signature: <u>[Signature]</u>	Cash/CC/MC/Visa/DC <u>4142</u>
Dock Master's Signature:		Date Issued:	Permit #:

You must present the PINK copy to the Dock Master for your sticker.

Copy Distribution:
White - Main Office
Canary - Boat Basin
Pink - Boat Owner



DEPOSIT RECORD COPY

1-2/210

TOWN OF OYSTER BAY



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

DATE 5/5/40
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
LIST CHECKS SINGLY OR ATTACH LIST
DOLLARS CENTS

©CURRANT

CORR
CHECK 10

7450

352

240

157

459

253

2281

4655

5011

4142

763

2674

3651

\$

PLEASE ENTER TOTAL NUMBER OF...

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

755 BOW BASIN

167064

Letter to me in care of a
 Chase National Bank, 100
 on page of your check for
 be written in your account.

My Transaction Summary

Transaction #157

Account Number Ending In:

0205

Checking Deposit

\$1,195.00

Cash Amount

\$240.00

Further review may result in delayed availability of this deposit

JPMorgan Chase Bank, N.A.
North Massapequa, Branch 000200
1-800-935-3935

Member FDIC, Equal Housing Lender
Please keep your receipt
05/05/2016 13:10

Business Date 05/05/2016
Session #70

Thank you - Sherine
Cashbox #63

CHAS

CHASE

101 101

767067

1195	00
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Meeting of January 24, 2017

Resolution No. 45-2017

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that a refund in the amount of \$71.25 (after applying an administration fee of \$3.75) be authorized for Ms. Karen Erlwein, 150 Southwood Circle, Syosset N.Y. 11791, for her payment of a picnic permit, which she had to cancel due to inclement weather due to Hurricane Matthew,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Karen Erlwein, in the amount of \$71.25, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

8

415

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: January 4, 2017


SUBJECT: Resident Refund

The Department of Parks has received correspondence from Karen Erlwein requesting a \$75 refund for a Picnic Permit for a family gathering to be held at the Harry Tappen Beach and Marina. Ms. Erlwein had to cancel her picnic due to the inclement weather caused by Hurricane Matthew. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$75 less a 5% administration fee.

Purchase of a Picnic Permit for Tappen	\$ 75.00
Less 5% Administration Fee	- \$ 3.75
Total Refund	<u>\$ 71.25</u>

Kindly debit account PKS A 0001 02025 523 0000.


Frank A. Nocerino
Commissioner of Parks

FAN:DM
Attachments
Cc: Office of the Town Attorney (original +10 copies)

KAREN ERLWEIN
150 Southwood Ck
Syosset, NY 11791

Town of Oyster Bay
DEPT OF PARKS
977 Hicksville Rd
Massapequa, NY 11758
ATT: FRANK NOCERINO

10/26/16

DEAR MR NOCERINO,

I'M WRITING TO INQUIRE
ABOUT A REFUND FOR A PERMIT FOR
A FAMILY BBQ THAT WAS TO BE HELD
SUNDAY OCT 9, 2016. DUE TO A TERRIBLE
RAINSTORM CAUSED BY THE OUTSKIRTS OF
HURRICANE MATTHEW WE WERE FORCED
TO CANCEL. I APPRECIATE YOUR TIME
AND CONSIDERATION INTO THIS MATTER.
ENCLOSED FIND COPY OF PERMIT.

on
11/14/16

THANK-YOU
Karen Erlwein
KAREN ERLWEIN

Frank A. Nocerino
Commissioner



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

**Town of Oyster Bay
Department of Parks**

977 Hicksville Road
Massapequa, New York 11758
(516) 797-4128 Fax: (516) 797-4145
www.oysterbaytown.com

PICNIC PERMIT

October 6, 2016

ISSUED TO: Karen Erlwein

FEE: \$75.00 check # 238

WHO RESIDES AT: 150 Southwood Circle, Syosset

HOME#:

CELL#: 263-0360

ORGANIZATION:

PERMISSION TO USE FACILITIES AT: Harry Tappen Beach and Marina AREA: B

DATE: October 9, 2016

TIME: 9:00 am to 6:00 pm

NO. OF PEOPLE: 50

FACILITY PHONE NO. 674-7100

SPECIAL NOTES:

IN CASE OF A PROBLEM OR EMERGENCY, PLEASE CONTACT PUBLIC SAFETY AT (516) 677-5350

TOWN OF OYSTER BAY RULES, REGULATIONS AND FEE PAYMENT (POOL FEES AND PARKING FEES, ETC.), WHEN APPLICABLE, MUST BE ADHERED TO. FAILURE TO DO SO MAY RESULT IN THE IMMEDIATE CANCELLATION OF THIS PERMIT AND RE-EVALUATION OF ALL SUBSEQUENT REQUESTS. RULES AND REGULATIONS ARE LISTED ON THE APPLICATION FOR THE USE OF A TOWN FACILITY. THIS FORM MUST BE PRESENTED TO THE PARK SUPERVISOR OR HIS REPRESENTATIVE UPON REQUEST. PLEASE BE SURE THAT A "CLEAN - UP" COMMITTEE IS FORMED TO ENSURE THAT THE AREA IS FREE OF DEBRIS AT THE END OF YOUR FUNCTION. SAFETY REASONS MANDATE THAT NO GLASS OF ANY SORT (BOTTLES, DRINKING GLASSES, ETC.) BE BROUGHT ONTO THE PREMISES.

THE COMMISSIONER OF PARKS HAS THE AUTHORITY TO CANCEL OR AMEND ANY PERMIT ISSUED BY THIS OFFICE AT ANY TIME HE DEEMS NECESSARY

Frank A. Nocerino
Commissioner of Parks



Picnic area should be clean and set up with picnic tables for your organization's convenience. If the area was not found in satisfactory condition please notify the Commissioner of Parks. We encourage and appreciate your comments so we may be able to better serve you. Thank

October 6, 2016

ISSUED TO: Karen Erlwein

FEE: \$75.00 check # 238

WHO RESIDES AT: 150 Southwood Circle, Syosset

HOME#:

CELL#: 263-0360

ORGANIZATION:

PERMISSION TO USE FACILITIES AT: Harry Tappen Beach and Marina AREA: B

DATE: October 9, 2016

TIME: 9:00 am to 6:00 pm

NO. OF PEOPLE: 50

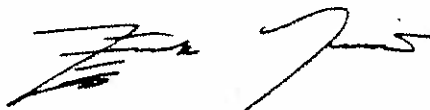
FACILITY PHONE NO. 674-7100

SPECIAL NOTES:

IN CASE OF A PROBLEM OR EMERGENCY, PLEASE CONTACT PUBLIC SAFETY AT (516) 677-5350

TOWN OF OYSTER BAY RULES, REGULATIONS AND FEE PAYMENT (POOL FEES AND PARKING FEES, ETC.), WHEN APPLICABLE, MUST BE ADHERED TO. FAILURE TO DO SO MAY RESULT IN THE IMMEDIATE CANCELLATION OF THIS PERMIT AND RE-EVALUATION OF ALL SUBSEQUENT REQUESTS. RULES AND REGULATIONS ARE LISTED ON THE APPLICATION FOR THE USE OF A TOWN FACILITY. THIS FORM MUST BE PRESENTED TO THE PARK SUPERVISOR OR HIS REPRESENTATIVE UPON REQUEST. PLEASE BE SURE THAT A "CLEAN - UP" COMMITTEE IS FORMED TO ENSURE THAT THE AREA IS FREE OF DEBRIS AT THE END OF YOUR FUNCTION. SAFETY REASONS MANDATE THAT NO GLASS OF ANY SORT (BOTTLES, DRINKING GLASSES, ETC.) BE BROUGHT ONTO THE PREMISES.

THE COMMISSIONER OF PARKS HAS THE AUTHORITY TO CANCEL OR AMEND ANY PERMIT ISSUED BY THIS OFFICE AT ANY TIME HE DEEMS NECESSARY



Frank A. Nocerino
Commissioner of Parks

Distribution:
Permit Holder
Facility Manager
Main Office
Public Safety
Accounting

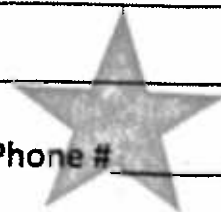
Picnic area should be clean and set up with picnic tables for your organization's convenience. If the area was not found in satisfactory condition please notify the Commissioner of Parks. We encourage and appreciate your comments so we may be able to better serve you. Thank you.

Park _____ Date of Picnic _____

- ☐ The facility was not found in satisfactory condition
☐ The facility was found in satisfactory condition

Please Comment _____

Name: _____ Address: _____ Phone # _____
(optional)



TOWN OF OYSTER BAY

CHASE for BUSINESS
JPMorgan Chase Bank, N.A.
www.chase.com

DATE 10/26/16
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
LIST CHECKS SINGLY OR ATTACH LIST
DOLLARS CENTS

CURRENCY	75.00
COR	
519	75.00
93555	
023582	75.00
105	75.00
443	75.00
127	75.00
241	75.00
166910	
3376	75.00
871	75.00
21312	
622	75.00
134	75.00
228	75.00
240183	
26382	75.00
\$	975.00

167249

975.00

PLEASE ENTER TOTAL HERE
Checks and other are for deposits
subject to the of the U. Commercial
Code or any applicable collection agreement.

Pickin Permit

167249

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

My Transaction Summary

Transaction #81
Account Number Ending In: 0206
Checking Deposit \$975.00
Cash Amount \$75.00

Further review may result in delayed
availability of this deposit

JPMorgan Chase Bank, N.A.
North Massapequa, Branch 000200
1-800-935-9935
Member FDIC, Equal Housing Lender
Please keep your receipt
10/26/2016 12:11

Business Date 10/26/2016
Session #32

Thank you - Maureen
Cashbox #09

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated January 5, 2017, has advised that the following individuals have offered donations to the Town of Oyster Bay's Animal Shelter:

Rodger T. Belanger and Roseann H. Belanger - total donation of \$50.00
Pin Tsun Huang - total donation of \$100.00
Louis Boasi - total donation of \$100.00

WHEREAS, Neil O. Bergin, Commissioner of the Department of Environmental Resources, by memorandum dated January 5, 2017, recommended that the Town accept said donations,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the abovementioned donations to the Town's Animal Shelter, and that the funds be deposited in account No. DER A 3510 41600 000 0000.

-#-

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Environmental Resources

9

TOWN OF OYSTER BAY
Inter-Departmental Memo

46

January 5, 2017

TO: The Memorandum Docket

FROM: Neil O. Bergin, Commissioner of Environmental Resources

SUBJECT: ACCEPTANCE OF GIFTS TO THE ANIMAL SHELTER:
Donations to the Animal Shelter

The Department of Environmental Resources requests the Town Board approval to accept the following donations presented to the Animal Shelter:

\$50.00 donated by Rodger T. Belanger and Roseann H. Belanger

\$100.00 donated by Pin Tsun Huang

\$100.00 donated by Louis Boasi

These gifts would benefit the Town by adding to the funds needed to purchase equipment and supplies for the shelter.

We respectfully request that the Town approve these donations, and that they be deposited in account DER A 3510 41600 000 0000.


NEIL O. BERGIN

Commissioner of Environmental Resources

NOB/bp

Attachment

Copy: Town Attorney - 10 copies

Daniel M. Pearl, Deputy Commissioner of Environmental Resources

Christine Wix, Deputy Comptroller

Joseph Pinto, Councilman

DER File no. G500

ROGER T. BELANGER
ROSEANN H. BELANGER
5 HEWITT DR.
NORTHPORT, NY 11768

11/19/16 Date

3695
1-7102210
208

Pay to the Order of Town of Oyster Bay Animal Shelter \$ 50.00
fifty dollars Dollars

Family
For donation

Roseann Belanger

3695

PIN TSUN HUANG
11006 72nd Ave Apt 4c
Forest Hills, NY 11375-4927

11/25/2016 Date

344
1-108/210

Pay to the Order of Town of Oyster Bay Animal Shelter \$ 100.00
One Hundred and 00/100 Dollars

HSBC
Flushing, NY 11354
For Donations

[Signature]

0344

Bank of America Advantage

LOUIS BOASI
922 N BAY AVE
MASSAPEQUA NY 11758-2357

11/29/16 Date

3113
1-32/210 NY
18583

Pay to the Order of Town of Oyster bay animal shelter \$ 100.00
One Hundred Dollars

Bank of America

ACH R/T 021000322

Memo Donation

Louis Boasi

3113

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that the Town Board authorize a refund in the amount of \$57.00 (after applying an administration fee of \$3.00) to Ms. Maureen Boehm, 4 Martin Road South, Bethpage, N.Y. 11714, for her payment of a seasonal beach permit at the Harry Tappen Beach and Marina before she obtained her Senior Citizen Beach Pass,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Maureen Boehm, in the amount of \$57.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

10

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

47

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: January 4, 2017

SUBJECT: Resident Refund

The Department of Parks has received correspondence from Maureen Boehm requesting a \$60 refund, for her seasonal beach permit at the Harry Tappen Beach and Marina. Ms. Boehm was informed that she was eligible for a Senior Beach Permit after she already purchased her Seasonal Permit. Ms. Boehm subsequently purchased her Senior ID card and obtained her free Senior Citizen season beach pass. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$60 less a 5% administration fee.

Purchase of a Seasonal Beach Permit	\$ 60.00
Less 5% Administration Fee	- \$ 3.00
Total Refund	<u>\$ 57.00</u>

Kindly debit account PKS A 0001 02025 523 0000.


Frank A. Nocerino
Commissioner of Parks



FAN:DM
Attachments
Cc: Office of the Town Attorney (original +10 copies)

4 Martin Road South
Bethpage, NY 11714
August 4, 2016

Parks Department Commissioner
Mr. Frank Nocerino
977 Hicksville Road
Massapequa, NY 11758

Dear Mr. Nocerino.

I obtained my Beach Sticker earlier this summer at Tappan Beach. After the sticker was put on my car the attendant told me that since I am over 60 years old that if I got my Senior Citizen's Beach Permit Card it would entitle me to free access to the Town of Oyster Bay Beaches.

I went to The Town of Oyster Bay's facilities on August 2nd, and got my Senior Citizen's Card and photo for \$32.00 and was told that in order to get a refund that I would have to write to you. The sticker on my car is #15835 and my Senior Citizen Beach Permit is #33700.

Please send me a refund in the amount of \$60.00 to my address captioned above.

Thank you in advance for your prompt response.

Sincerely,

Maureen Boehm

Maureen Boehm

*8/23/2016 4 Martin Rd. S.
Bethpage, NY 11714
copy of sticker +
Senior Permit
TOBAY enclosed. Thank you!
Maureen Boehm*

OK
[Signature]

*ok
need copy of
sticker
and copy of
photo of
Senior Card*

[Signature]



TOWN OF OYSTER BAY BEACH PARKING PERMIT

RESIDENT

20



16

John Venditto, Supervisor

LICENSE PLATE #



15835



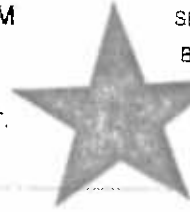
TOWN
OF
OYSTER BAY

No. 33700

MAUREEN BOEHM

SENIOR CITIZEN
BEACH PERMIT
LIFETIME

James Altadonna Jr.
Town Clerk





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

PKS 161080
No. 210

DATE 5/28/16

		NUMBER	RATE	AMOUNT
1 Resident Daily Auto Fee	No. <u>22701</u> Thru		\$20.00	
2 Resident Season Permit	No. <u>15801</u> Thru <u>15858</u>	<u>58</u>	\$60.00	<u>3480.00</u>
3 Resident Special Permit	No. <u>376</u> Thru <u>376</u>	<u>1</u>	\$60.00	<u>60.00</u>
4 Resident Trailer Fee	No. <u>301</u> Thru		\$20.00	
5 Resident Season Trailer Permit	No. <u>301</u> Thru <u>303</u>	<u>3</u>	\$65.00	<u>195.00</u>
6 Aux. Pol/ Vol. Fire/USGA	No. Thru		\$30.00	
7 Non-Resident Daily Auto Fee	No. <u>001</u> Thru		\$40.00	
8 Non-Resident Season Permit	No. <u>01</u> Thru <u>01</u>	<u>1</u>	\$120.00	<u>120.00</u>
9 Non-Resident Special Permit	No. Thru		\$120.00	
10 Non-Resident Daily Trailer	No. <u>001</u> Thru		\$40.00	
11 Non-Resident Season Trailer	No. <u>001</u> Thru		\$130.00	
12 Non-Resident Aux/Vol./USGA	No. Thru		\$60.00	<u>3855.00</u>
13 TOTAL must agree with line 22			X	<u>3855.00</u>
14 Senior Citizen	No. <u>11001</u> Thru <u>11074</u>	<u>74</u>	NO FEE	<u>3795.00</u>
15 Senior Citizen Trailer	No. <u>151</u> Thru <u>151</u>	<u>1</u>	NO FEE	
16 Disability/S.S.A.	No. <u>451</u> Thru		NO FEE	
17 Replacement	No. Thru		NO FEE	
18 Replacement Trailer	No. <u>21</u> Thru		NO FEE	
19 Hybrid	No. <u>226</u> Thru <u>227</u>	<u>2</u>	NO FEE	
20				
21	Group Total Closing		<u>847116.10</u>	
22 TOTAL (must agree with line 13)	Group Total Opening		<u>843391.10</u>	<u>3725.00</u>

REGISTER CLOSED 4:00 PM

Remarks 3 daily trailers rung in by accident. 2 season trailers not rung in. 3 seniors not rung in. one senior trailer rung in by accident. One hybrid not rung in. one special permit not rung in and given
Total is 3,795. All money accounted for

OUT TO
Senior for
Free.

Cashier Jeane Dupont

Facility Manager Chris Kuehl

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

no back-up audits submitted
of Hybrid passes from Town Clerks office
*mek

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that the Town Board authorize a refund in the amount of \$256.50 (after applying an administrative fee of \$13.50), to Mr. Jeremy Young, 11 Stillwater Avenue, Massapequa, N.Y. 11758, for his daughter's Swim team membership and Family Pool membership at the Town of Oyster Bay Marjorie R. Post Community Park, due to his daughter suffering a medical hardship,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Mr. Jeremy Young, in the amount of \$256.50 and payment of said refund is to be made upon presentation of a duly certified claim therefore, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS SP07 0001 02025 528 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Town Attorney

48

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: January 4, 2017


SUBJECT: Resident Refund

The Department of Parks has received correspondence from Jeremy Young requesting a \$220 refund for his Resident Family Pool membership, as well as a \$50 refund for his daughter's registration as a member of the swim team at the Marjorie R. Post Community Park. Mr. Young stated his daughter suffered a medical hardship soon after signing up for both memberships. Mr. Young stated his family never used the pool and his daughter was never able to participate on the swim team due to her illness. This was corroborated by William Zang in the Aquatics office. In light of the situation, the Parks Department believes a refund is in order while applying a 5% administration fee.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$270 less a 5% administration fee.

Resident Family Pool Membership at Post	\$ 220.00
Registration for one child on the Swim Team at Post	\$ 50.00
Less 5% Administration Fee	- \$ <u>13.50</u>
Total Refund	\$ <u>256.50</u>

Kindly debit account PKS SP07 0001 02025 528 0000.


Frank A. Nocerino
Commissioner of Parks

FAN:DM
Attachments
Cc: Office of the Town Attorney (original +10 copies)



TOWN OF OYSTER BAY
DEPARTMENT OF PARKS

Intra-Departmental Memo

To: Frank A. Nocerino, Commissioner of Parks

From: William Zang, Office Services Supervisor

Date: August 19, 2016

Re: Request for Refund


I have reviewed the request for refund from Mr. Jeremy Young and recommend to you that his request be granted. Mr. Young does explain in a letter that his young daughter did experience a serious illness right after his family joined the Marjorie Post pool as a family membership. His daughter also was signed up to be a swim team member.

Due her serious illness, the family never went to the pool this summer to swim, nor did [REDACTED] participate on the swim team. The staff at the pool does not recognize the family from membership photos, and hospital records do indicate [REDACTED] was hospitalized July 20, 2016 and continues to have issues from her illness.

William Zang

Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, NY 11771
516-624-6179

Receipt No 118510
Work Station ALARJ-POOL-PRC87
Operator amessina-Alicia
Date 7/5/2016 12:16:08 PM
Invoice Date 07/05/2016
Mem Name Club Guest
Member Id 9848
Town Resident Family \$200.00
(1.00 @ \$200.00)
Photo Member Card \$5.00
(1.00 @ \$5.00)
Photo Member Card \$5.00
(1.00 @ \$5.00)
Photo Member Card \$5.00
(1.00 @ \$5.00)
Photo Member Card \$5.00
(1.00 @ \$5.00)
Total \$220.00
Check Payment \$220.00



DEPOSIT TICKET
DEPOSIT RECORD COPY

HSBC

7/5/16

CURRENCY

COIN

2390 220 00

341 220 00

5053 105 00

3570 95 00

9274 95 00

8230 95 00

546 225 00

3740 245 00

4019 240 00

2817 220 00

2936 55 00

1815 00

19500

TOWN OF OYSTER BAY
74 ALBANY AVE
OYSTER BAY, NY 11791-0001

POST PARK

7/5/16

MARJORIE POST POOL PROCESSING
5201 MERRICK RD
MASSAPLUGA, NY 11758
(516) 797-4105

07-05-16

18:05:42

Term ID: 002
Merchant ID: 000016105122
Bank ID: 6001

BATCH INQUIRY REPORT

Sales : 9 \$ 1,795.00
Refunds : 0 \$ 0.00
Total : 9 \$ 1,795.00

DPIR #038

PKS 161132

MARJORIE POST POOL PROCESSING
5201 MERRICK RD
MASSAPLUGA, NY 11758
(516) 797-4105

Term ID: 002

07-05-16

18:05:42

SETTLEMENT REPORT

Batch Num: 10001
Host Name:
Merchant:

Sales : 9 \$ 1,795.00
Total : 9 \$ 1,795.00

Settle

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


GENERAL RECREATION RECEIPT

No.

311

Last Name		First Name		M. I.
Address		Town		
Age	Phone	Pass No.		
Session	Time	Level		
Facility	Mon. to Fri.	Amount		
Activity	Cash ()	Check ()	No.	
<div>Received By</div> <div>Date</div>				

White - Office
Canary - Accounting
Pink - Registrant
Goldenrod - Instructor



Checks and subject to the Code or any	ved for deposit Commercial agreement.
---------------------------------------	---------------------------------------

ps161168

Reviewed By
Office of Town Attorney

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that the Town Board authorize a refund in the amount of \$261.25 (after applying an administrative fee of \$13.75), to Ms. June Shaw, 3 McCarthy Court, Farmingdale, N.Y. 11735, for her daughter's registration fee in the Town of Oyster Bay Summer Recreation Program at the Ellsworth W. Allen Town Park, due to her daughter's surgery, which kept her from participating in the program,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. June Shaw, in the amount of \$261.25 and payment of said refund is to be made upon presentation of a duly certified claim therefore, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02001 510 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

12

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: January 4, 2017


SUBJECT: Resident Refund

The Department of Parks has received correspondence from June Shaw requesting a \$275 refund, for her daughter's registration fee to the Town of Oyster Bay Summer Recreation Program at the Ellsworth W. Allen Town Park. Ms. Shaw's daughter developed a medical condition which required surgery. After the surgery her daughter was not allowed to be exposed to certain activities involved with summer recreation. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$275 less a 5% administration fee.

Registration of one child in TOB Summer Rec Program	\$ 275.00
Less 5% Administration Fee	- \$ 13.75
Total Refund	<u>\$ 261.25</u>

Kindly debit account PKS A 0001 02001 510 0000.


Frank A. Nocerino
Commissioner of Parks

FAN:DM

Attachments

Cc: Office of the Town Attorney (original +10 copies)

June Shaw
3 McCarthy Court
Farmingdale, NY 11735

Mr. Nocerino
Commissioner of Parks
Town of Oyster Bay
977 Hicksville Road
Massapequa, NY 11758-1281

October 1, 2016

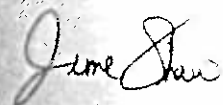
Dear Mr. Nocerino,

This past summer, I enrolled my daughter [REDACTED], age five, in the Town of Oyster Bay's summer recreation for the Allen Park, Farmingdale location. Unfortunately, she was only able to attend two afternoon sessions.

In July my husband and I learned that [REDACTED] needed surgery to remove a mass above her eyebrow. After the surgery, we had to be vigilant about exposing [REDACTED] to activities that would result in contact made to the area that received stitches. For this reason, we chose not to have her attend recreation.

With this letter, I formally request to receive a refund (full or partial) for the cost of the 2016 Town of Oyster Bay Summer Recreation program. It is my understanding that it may not be customary for you to honor such a request, but I do hope that something can be done and that you consider greatly our situation. Thank you for reading my letter. I look forward to your reply.

Sincerely,



June Shaw

[REDACTED]

[REDACTED]



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

Summer Recreation

GENERAL RECREATION RECEIPT

No. 0694

Last Name	Shaw	First Name	June	M. I.	
Address	3 McCarthy Ct.		Town Farmingdale		
Age	5	Phone	(516) [REDACTED]	Pass No.	
Groups	[REDACTED]				
Facility	Allen				
Amount	\$275.00		Check	<input checked="" type="checkbox"/>	No. 178
Addl. Names					
			Annie Daniello 7/14/16		
			Received By		
			Date		
			Annie Daniello		
			Sign		
White - Office Canary - Accounting Pink - Registrant Goldenrod - Instructor					

This Administrative Fee is Not Refundable

TOWN OF OYSTER BAY

CHASE

JP Morgan Chase Bank, N.A.
www.Chase.com

DATE 11/23/76
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
LIST CHECKS SINGLY OR ATTACH LIST
DOLLARS CENTS

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

My Transaction Summary

Transaction #54
Account Number Ending In: 0206
Checking Deposit \$1,025.00

Further review may result in delayed availability of this deposit

JPMorgan Chase Bank, N.A.
E Garden City, Branch 003840
1-800-935-9935
Member FDIC. Equal Housing Lender
Please keep your receipt
07/26/2016 13:11

Business Date 07/28/2016
Session #22

Thank you - LOUISA
Cashbox #07

DOR #43
PKS161185

1025 -

PLEASE ENTER TOTAL HERE

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

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that the Town Board authorize a refund in the amount of \$130.63 (after applying an administrative fee of \$6.87), to Ms. Lauren Forman, 54 Knickerbocker Road East, Plainview N.Y. 11803, for her daughter's pro-rated Town of Oyster Bay Summer Recreation Program at the Plainview-Old Bethpage Community Park, due to her daughter discontinuing the program,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Lauren Forman, in the amount of \$130.63 and payment of said refund is to be made upon presentation of a duly certified claim therefore, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02001 510 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

13

50

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: January 4, 2017

SUBJECT: Resident Refund


In response to a request from Lauren Foreman regarding a refund for her daughter's registration fee to the Town of Oyster Bay's Summer Recreation Program located at the Plainview-Old Bethpage Community Park, please find an Inter-Departmental Memorandum from Diane Ramos, Recreation Supervisor II, recommending a refund.

The Department of Parks has received correspondence from Lauren Forman requesting a \$137.50 pro-rated refund, half the amount paid for her child to attend the Town of Oyster Bay Summer Recreation Program at the Plainview-Old Bethpage Community Park. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$137.50 less a 5% administration fee.

50% Registration of one child in TOB Summer Rec Program	\$ 137.50
Less 5% Administration Fee	- \$ 6.87
Total Refund	<u>\$ 130.63</u>

Kindly debit account PKS A 0001 02001 510 0000.


Frank A. Nocerino
Commissioner of Parks

FAN:DM
Attachments
Cc: Office of the Town Attorney (original +10 copies)

Town of Oyster Bay
Inter-Departmental Memo

December 7, 2016

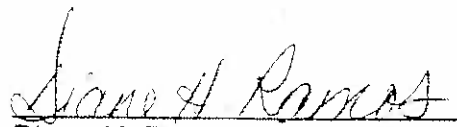
TO : Frank Nocerino, Commissioner of Parks

FROM : Diane H. Ramos, Recreation Supervisor II


SUBJECT: Refund of Summer Recreation Fee – Ms. Lauren Forman

A refund has been requested by Ms. Lauren Forman for the registration fee for the Town's 2016 Summer Recreation program.

Ms. Forman registered her daughter at the program at Plainview-Old Bethpage Community Park for a total of \$275 for the summer. Ms. Forman's daughter, [REDACTED] attended the program for three weeks and then Ms. Forman pulled her out after deciding to put her in a different program.


Diane H. Ramos
Recreation Supervisor II

C: George Baptista, Deputy Commissioner of Parks
Michael Schwalje, Deputy Commissioner of Parks



Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758-1281
Summer Recreation
GENERAL RECREATION RECEIPT

No. 0601

Last Name <i>Forman</i>		First Name <i>[Redacted]</i>	M. I.
Address <i>54 Knickerbocker Rd E.</i>		Town <i>Plainview</i>	
Age	Phone	Pass No.	
Groups			
Facility <i>Plainview</i>			
Amount <i>\$275</i>	Check <input checked="" type="checkbox"/>	No. <i>450</i>	
Addl. Names			
<small>White - Office Canary - Accounting Pink - Registrant Goldenrod - Instructor</small>		Received By <i>Jane</i>	
		Date <i>6/14/16</i>	
		Sign <i>Jane Ramos</i>	
This Administrative Fee is Not Refundable			

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that a refund in the amount of \$57.00 (after applying an administration fee of \$3.00) be authorized for Ms. Margery Dolan-Keenan for her payment of a Yoga Class registration fee held at the Hicksville Athletic Center, which she had to discontinue,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Ms. Margery Dolan-Keenan, in the amount of \$57.00, and payment of said refund is to be made upon presentation of a duly certified claim therefor, after audit by the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PKS A 0001 02001 510 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

51

H

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: January 4, 2017

SUBJECT: Resident Refund

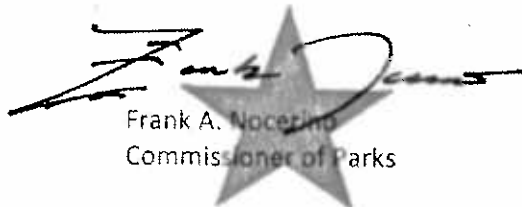
In response to a request from Margery Dolan-Keenan regarding a refund for her registration fee into Yoga classes at the Hicksville Athletic Center, please find an Inter-Departmental Memorandum from Aida D'amore, Hicksville Athletic Center, recommending a refund.

The Department of Parks has received correspondence from Margery Dolan-Keenan requesting a \$60 refund, the amount paid for her registration into Yoga classes at the Hicksville Athletic Center. In light of the situation, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$60 less a 5% administration fee.

Registration of one person in Yoga Classes at HAC	\$ 60.00
Less 5% Administration Fee	- \$ 3.00
Total Refund	<u>\$ 57.00</u>

Kindly debit account PKS A 0001 02001 510 0000.


Frank A. Nocerino
Commissioner of Parks

FAN:DM
Attachments
Cc: Office of the Town Attorney (original +10 copies)

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Frank A. Nocerino, Commissioner of Parks

FROM: Aida D'amore, Hicksville Athletic Center

DATE: December 8, 2016

SUBJECT: Refund of a Yoga Class

A refund has been requested by Ms. Margery Dolan-Keenan for the registration fee for the Town's Yoga Classes held at the Hicksville Athletic Center.

Ms. Dolan-Keenan attended one class, but never returned because it was a non-traditional yoga that she wasn't comfortable with. Ms. Dolan-Keenan registered for \$60.00 at the Hicksville Athletic Center.


Aida D'amore
Hicksville Athletic Center

C: George Baptista, Deputy Commissioner of Parks
Michael Schwalje, Deputy Commissioner of Parks



TOWN OF OYSTER BAY
Department of Parks
GENERAL RECEIPT

1998

Name <i>Margery Delan-Keenan</i>		Phone _____	
Street <i>57 Route 106</i>		Age _____	
Town <i>Jericho</i>	Zip <i>11753</i>	Day <i>Sat</i>	Hour <i>AM</i>
Activity <i>Yogal</i>		Location <i>WAE</i>	
Mo./ <i>6</i>	Day/ <i>21</i>	Year <i>16</i>	Received By <i>AD</i>
Fee \$ <i>60.00</i>			

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

Cash ☐

Check ☒

130

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

Ph 1/6/12

Doc # 138

TD Bank
America's Most Convenient Bank®

Greenville Athletic Center

DATE	6-22-16	DOLLARS	CENTS
CURRENCY		—	—
COIN		—	—
CHECKS (List each separately)			
1	576	120	00
2	1036	120	00
3	2440	120	00
4	5427	120	00
5	2415	120	00
6	2026	120	00
7	556	120	00
8	235	120	00
9	6742	60	00
10	4252	60	00
11	6066	60	00
12	1599	60	00
13	5544	60	00
14	2609	60	00
15	2332	60	00
16	5628	60	00
17	1522	60	00
18	6628	60	00
19	3784	60	00
20	2903	60	00
21	391	60	00
22	136	60	00
23	146	60	00
24	226	60	00
25	478	60	00
26	302	60	00
27	274	60	00
28	477	60	00
29	572	60	00
TOTAL FROM OTHER SIDE			

PLEASE RE-ENTER
TOTAL HERE

2220 00

DEPOSITS MAY BE UNAVAILABLE FOR IMMEDIATE WITHDRAWAL
IF DEPOSITED BY CHECK OR SIMILAR INSTRUMENTS. THIS COULD
DELAY YOUR ABILITY TO WITHDRAW SUCH FUNDS. THE DELAY, IF
ANY, SHOULD NOT EXCEED THE PERIOD OF TIME PERMITTED BY LAW.

ADDITIONAL CHECK LISTING

CHECKS	DOLLARS	CENTS
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
TOTAL (LINES 30-50) FORWARD TO OTHER SIDE		

CURRENCY AND COIN FOR OFFICE USE ONLY

CURRENCY QUANTITY	VALUE	DOLLARS	CENTS
	X 100		
	X 50		
	X 20		
	X 10		
	X 5		
	X 2		
	X 1		
TOTAL CURRENCY FORWARD TO OTHER SIDE			
COIN QUANTITY	VALUE	DOLLARS	CENTS
	X 100		
	X 50		
	25		
	10		
	5		
	1		
TOTAL COIN FORWARD TO OTHER SIDE			

2,220
Rth 11/125
DOLL # 138

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, recommended that the Town Board authorize a refund in the amount of \$190.00 (after applying an administrative fee of \$10.00), to Mr. Justino J. Amarin, 320 Massachusetts Avenue, Massapequa Park, N.Y. 11752, for his membership fee at the Honorable Joseph Colby Town of Oyster Bay Golf Course, because he could not utilize the golf course due to an injury requiring surgery,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund to Mr. Justino J. Amarin, in the amount of \$190.00 and payment of said refund is to be made upon presentation of a duly certified claim therefore, after audit by the Comptroller; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

Reviewed By
Office of Town Attorney

52

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank A. Nocerino, Commissioner of Parks

DATE: January 4, 2017


SUBJECT: Resident Refund

The Department of Parks has received correspondence from Justino J. Amorin requesting a \$200 refund, the amount he paid for his annual TOB membership at the Honorable Joseph Colby Town of Oyster Bay Golf Course. After signing up for the season Mr. Amorin became physically unable to play. The doctor recommended surgery and Mr. Amorin was never able to use the Golf Course this season. In light of the circumstances, the Parks Department believes a refund is in order.

Based on the circumstances outlined above, the Department of Parks requests that the Town Board authorize a refund of \$200 less a 5% administration fee.

Annual membership at the TOB Golf Course	\$ 200.00
Less 5% Administration Fee	- \$ 10.00
Total Refund	<u>\$ 190.00</u>

Kindly debit account PKS A 0001 02025 523 0000.


Frank A. Nocerino
Commissioner of Parks

FAN:DM
Attachments
Cc: Office of the Town Attorney (original +10 copies)

August 10, 2016

Dear Supervisor Venditto,

My name is Justino J. Amorin and I am a resident of Massapequa Park for over 46 years. I am also a member of the TOB Wednesday Men's Golf Club. We play at the TOB Golf Course, which is a beautiful sometimes tough course to play every Wednesday. I have been a member of the TOB Wed. Men's Golf Club for over 6 years.

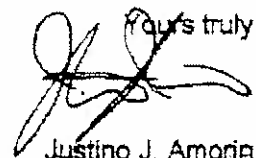
I paid my TOB annual membership fee on March 2, 2016 in anticipation of playing this season. Actually my daughter paid the fee as a pre - Father's Day gift.

Unfortunately I became physically unable to play this season due to a back condition (herniated disk that caused a compression in my spine). The condition started in February and I thought it was a temporary ailment however after several MRI's and other nerve tests, doctors told me the condition can only be resolved by spinal surgery, which will be done sometime within the next 3 weeks. Obviously I will not be playing golf this season.

I would appreciate it if my \$200.00 registration fee could be refunded or at the very least applied to next year.

There is no guarantee I will be able to play, but I am going to make every effort possible to be ready for next year.

Thank you for your consideration.

Yours truly


Justino J. Amorin

320 Massachusetts Ave

Massapequa Park, NY 11762

PHONE NUMBER?
(516) [REDACTED]

TOWN OF OYSTER BAY
AUG 22 2016
SUPERVISOR'S OFFICE
RECEIVED

JOHN VENDITTO
TOWN SUPERVISOR



FRANK A. NOCERINO
COMMISSIONER

**TOWN OF OYSTER BAY
GOLF COURSE MEMBERSHIP APPLICATION**

No. 0853

RESIDENT

Senior \$150
Individual \$200
Aux Pol/ Vol. Fire \$150
Tee Time Individual \$50
Resident I.D. Cards \$5

NON-RESIDENT

Senior \$250
Individual \$350
Tee Time Individual \$100

1. Applicant Information (To be completed by Applicant)

NAME (PLEASE PRINT CLEARLY)			
LAST <u>Amerin</u>	FIRST <u>Justin</u>	MIDDLE INITIAL <u>J</u>	
ADDRESS: STREET NAME AND NUMBER		CITY	STATE ZIP
<u>320 Massachusetts Ave</u>		<u>Massapequa Park</u>	<u>NY 11762</u>
DATE OF BIRTH (MM-DD-YY)	HOME PHONE	CELL PHONE	E-MAIL ADDRESS
<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	

I have read and agree to abide by the Golf Course Rules and Regulations and I attest under penalty of the law, the documents that I have presented as evidence of the identity and residency are genuine and relate to me.

SIGNATURE [Signature]

DATE

3/2/16

(APPLICANT DO NOT WRITE BELOW THIS LINE)

2. FOR OFFICIAL USE ONLY

Instructions: Each applicant must furnish one document from LIST A and one from LIST B. Check the appropriate boxes, copy and attach all documents.

LIST A

NYS DRIVERS'S LICENSE ✓
DMV PHOTO ID

LIST B

TAX BILL
UTILITY BILL
CAR REGISTRATION ✓

TYPE OF CARD ISSUED

1. RESIDENT SENIOR MEMBER ✓
2. RES. INDIVIDUAL MEMBER
3. SEN. RES. ID
4. RESIDENT ID
5. JR RESIDENT ID
6. AUX POL/ VOL FIRE
7. AUX POL/ VOL FIRE ID
8. NON RES SEN MEMBER
9. NON RES IND MEMBER

MEMBERSHIP ID NUMBER

3900

TEE TIME NUMBER

2093545

METHOD OF PAYMENT FEE COLLECTED

ISSUED BY

CARD TT TOTAL

CASH ✓

CREDIT

150

50
+ = 200

CHECK #

*JUNIOR WITHOUT DRIVERS LISCENSE, MUST HAVE BIRTH CERTIFICATE AND PARENT WITH VALID PROOF OF RESIDENCY

Check ☐ other items received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement ☐

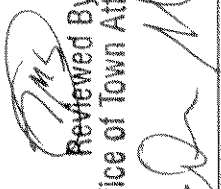
WHEREAS, Mr. Robert Shaw has requested to place a donated plaque for an existing bench to the Town of Oyster Bay, at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, New York, which plaque will be in honor of his brother, Thomas F. Shaw; and

WHEREAS, Frank A. Nocerino, Commissioner of the Department of Parks, by memorandum dated January 4, 2017, has recommended that the Town accept said donation; and

WHEREAS, the value of the plaque is estimated to be \$300.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts from Mr. Robert Shaw the donation of a plaque for an existing bench to the Town of Oyster Bay, at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, New York, which plaque will be in honor of his brother, Thomas F. Shaw.

-#-


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:

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

cc: Supervisor
Town Attorney
Comptroller (2)
Parks

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

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TO: MEMORANDUM DOCKET

FROM: FRANK A. NOCERINO, COMMISSIONER OF PARKS

DATE: January 4, 2017

SUBJECT: MEMORIAL PLAQUE

The Department of Parks has received a request from Robert Shaw (letter attached) to donate a plaque to be placed on an existing bench at Theodore Roosevelt Memorial Park and Beach in memory of his brother Thomas F. Shaw.


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

The plaque will be purchased by Robert Shaw and donated to the Parks Department. The value of the plaque is estimated to be \$300.00. Town Board approval is requested on behalf of Robert Shaw.




FRANK A. NOCERINO
COMMISSIONER OF PARKS

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

Robert and GERALYN Shaw
59 Underhill Avenue
Syosset, NY 11791


December 6, 2016

Commissioner Frank A. Nocerino
Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758

Dear Commissioner Nocerino:

Enclosed with this letter please find my completed *Application for Memorial Bench* form. The park in which my family would like to memorialize a bench in honor of my brother Thomas F. Shaw is Theodore Roosevelt Memorial Park. We understand that a final location for the bench cannot be determined until we receive official approval for the memorial bench, however the bench immediately in front of the basketball court facing the water (right of the gazebo) does not have a memorial plaque. We'd like that one, if possible.

At the age of 46, Tom passed away suddenly on November 5th. He was a very good person. He was in the midst of a career change and finishing his second year of law school. His passion in life was to help other people whether they were his immediate family, friends or people he barely knew. He was attending law school so he may assist people who typically lack resources and access to legal support.

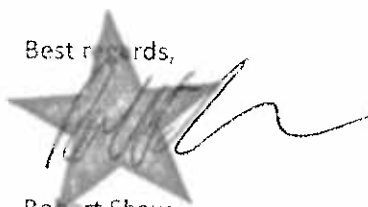
In high school and college Tom was a standout wrestler and cross country runner. After college he developed medical conditions that limited his ability to exercise and over the years he gained a good deal of weight. In 2012 he decided to address his weight by training for and competing in the TOBAY Triathlon. Over the next four years he competed in many triathlons, and running, swimming and biking races including the TOBAY Triathlon three more times. In the process he lost about 75 lbs.

Theodore Roosevelt Memorial Park is a special place for Tom and my family. Enclosed is a picture of my family after Tom's first race (he is wearing a blue shirt). The TOBAY Triathlon was his favorite race, and he told friends it helped him to make changes in his life and physical self. Additionally, our twin 12-year-old boys have competed in the TOBAY Youth Triathlon each of the past four years and they have participated in the youth triathlon clinic every Saturday leading up to the race. Tom was very close to my boys and he was always there to cheer them on at the clinic and the youth triathlon. Losing Tom has been very difficult for my family, but most difficult for his nephews.

My family can think of no better place to memorialize Tom than Theodore Roosevelt Memorial Park.
And given what a truly good person he was, we feel that his spirt will be a good addition to the park.
Please accept our application.

Thank you very much for your consideration.

Best regards,

A handwritten signature in dark ink, appearing to read 'Robert Shaw', is written over a large, dark, five-pointed star graphic.

Robert Shaw

APPLICATION FOR MEMORIAL BENCH/TREE/PLAQUE

The Town of Oyster Bay has established a Memorial Bench Program to create a lasting tribute for family and friends while enhancing our community.

FACILITY: Frederic Loebur +

NAME: Robert + Shaver DATE: 11/29/16

ADDRESS: 39 Underhill Ave, Syosset NY

PHONE: (cell) [REDACTED] (home) [REDACTED] (work) [REDACTED]

EMAIL: [REDACTED]

BENCH:

New bench or bench replacement with plaque	-	\$800.00	_____
Plaque only (for existing bench)	-	300.00	<u>✓</u>

TREE:

Plaque for tree	-	\$350.00	_____
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(Tree is bought by resident and planted by Parks personnel)

Contact Debra LoGiudice at 516-797-4131 for further information.

Make checks payable to the Town of Oyster Bay

For Office Use Only:

_____ Docket Date

_____ Date plaque ordered

_____ Check received

WHEREAS, by Resolution No. 367-2016, adopted on July 12, 2016, this Town Board authorized the Office of the Comptroller to accept a \$3,500 payment from New York American Water through American Water Environmental Grant Program (AWGP), to be applied to the construction of a rain garden at Marjorie R. Post Community Park in Massapequa, and authorizing the Supervisor, and Colin Bell, as the Supervisor's authorized designee, to execute any and all forms in connection with the American Water Environmental Grant Program; and

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs by memorandum dated January 9, 2016, requested that the Comptroller be directed to issue an encumbrance order in the amount of \$3,500, with funds to be drawn from Account No. TWN-H-0001-02706-000-1504-000 for the hereinabove set forth project. The project ID No. is 1504PKSSP-03; and

WHEREAS, this is a grant program, and therefore is of no cost to the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and accepted, and the Comptroller is hereby directed to issue an encumbrance order in the amount of \$3,500, with funds to be drawn from TWN-H-001-02706-000-1504-000 for project No. 1504PKSSP-03.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: JANUARY 9, 2017

SUBJECT: NEW YORK AMERICAN WATER ENVIRONMENTAL GRANT PROGRAM:
FUNDING AWARD

New York American Water (NYAW) is a private water company which provides service to many areas within the Town of Oyster Bay (Town). NYAW makes grant funding available to organizations for projects which improve, restore and/or protect watersheds and community water supplies through the American Water Environmental Grant Program (AWGP).

The Town was awarded \$3,500.00 through the AWGP to complete the construction of a rain garden at Marjorie Post Park. Through the AWGP, funding is provided to recipients in advance of the project's start date. On July 12, 2016, the Town Board adopted Resolution No. 367-2016 authorizing the Comptroller to accept a \$3,500.00 payment from NYAW and be placed into revenue account is TWN-11-0001-02706-000-1504-000. These funds will be used to purchase plants, materials, educational signage and design fees. The Project ID# is 1504PKSSP-03.

It is therefore respectfully requested that the Town Board authorize by Resolution that the Comptroller be directed to issue an encumbrance order for this purpose.


Frank V. Sammartano,
Deputy Commissioner

FVS:CB JV
cc: Town Attorney w/ 10 copies
American Water

WHEREAS, the Town of Oyster Bay has been notified that New York American Water will provide \$3,500.00 in funding to the Town through the American Water Environmental Grant Program (AWGP), to be applied to the construction of a rain garden at Marjorie Post Park (Project); and

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs and Colin Bell, Department of Intergovernmental Affairs, by memorandum dated June 27, 2016, request Town Board authorization for the Office of the Comptroller to accept a \$3,500.00 payment from New York American Water through the AWGP, to be applied to the construction of a rain garden at Marjorie Post Park, and authorizing the Supervisor, and Colin Bell, as the Supervisor's authorized designee, to execute any and all forms in connection with the abovementioned American Water Environmental Grant Program funding; and

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and in connection with Project I.D. # 1504PKSSP-03, Town Board authorization is hereby granted for the Office of the Comptroller to accept a \$3,500.00 payment to be deposited into Revenue Account No. TWN H 0001 02706 000 1504 000 from New York American Water through the American Water Environmental Grant Program (AWGP), and the Town Board authorizes the Supervisor, and Colin Bell, as the Supervisor's authorized designee, to execute any and all forms in connection with the American Water Environmental Grant Program funding.

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7/12/16
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 Mascarella	Aye
Councilman Macanone	Aye
Councilman Cocchiarella	Aye
Councilman Pinto	Aye
Councilwoman Alessi	Absent
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

WHEREAS, Frank V. Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, by memorandum dated January 9, 2017, has requested Town Board authorization for the Supervisor and/or his designated appointee to enter into Classroom Training Agreements with eligible training providers for the purpose of providing classroom training services for job seekers under the Workforce Innovation and Opportunity Act (WIOA) for the period of January 1, 2017 through June 30, 2020, and

WHEREAS, all services provided by eligible training providers through Classroom Training Agreements with the Town of Oyster Bay's Department of Intergovernmental Affairs, Division of Employment and Training (DET) are WIOA eligible expenses and are therefore at no additional cost to the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and accepted, and the Supervisor and/or his designated appointee is hereby authorized to enter into Classroom Training Agreements with eligible training providers for the purpose of providing classroom training services under the Workforce Innovation and Opportunity Act nunc pro tunc for the period of January 1, 2017 through June 30, 2020.

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Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
Intergovernmental Affairs

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TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, DEPUTY COMMISSIONER
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS

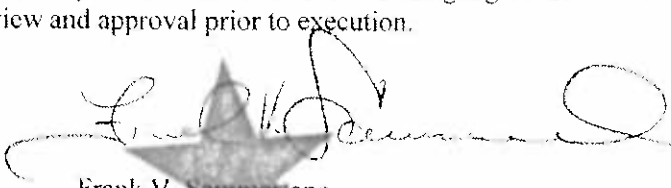
Date: JANUARY 9, 2017

SUBJECT: WORKFORCE INNOVATION AND OPPORTUNITY ACT
CLASSROOM TRAINING AGREEMENTS

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

The Department of Intergovernmental Affairs' Division of Employment and Training maintains Classroom Training Agreements with eligible training providers in order to provide classroom training services to eligible job seekers. To identify eligible training providers, the DET contacts vendors that are listed on the New York State Department of Labor's Eligible Training Provider List website. This procedure is conducted on an ongoing basis. All services provided by eligible training providers through Classroom Training Agreements with the DET are WIOA eligible expenses and are therefore at no additional expense to the Town of Oyster Bay.

It is respectfully requested that the Town Board authorize the Supervisor and/or his designated appointee to enter into Classroom Training Agreements with eligible training providers for the purpose of providing classroom training services under the Workforce Innovation and Opportunity Act for the period July 1, 2017 through June 30, 2020. A template Classroom Training Agreement (attached) has been reviewed and approved by the Office of the Town Attorney, individual Classroom Training Agreements will be forwarded to the Office of Town Attorney for review and approval prior to execution.



Frank V. Sammartano
Deputy Commissioner

Attachments

FVS:ls

cc: Town Attorney (w/10 copies)

CLASSROOM TRAINING AGREEMENT

THIS AGREEMENT, made the 1st day of July 2017, by and between the TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal offices at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "DET") and **ISLAND DRAFTING AND TECHNICAL INSTITUTE**, having its principal place of business at 128 Broadway, Amityville, New York 11701 (hereinafter referred to as "SCHOOL").

WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as WIOA) provides grants for Workforce Development Areas through the States for the purpose of establishing programs and plans for a one-stop service delivery system through which any person may explore work preparation and career development services and access a range of employment, training and adult and occupational education programs; and

WHEREAS, in accordance therewith the areas comprised of the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE were duly designated by the Governor of the State of New York as constituting an eligible Workforce Development Area, and

WHEREAS, the TOWN OF OYSTER BAY, the TOWN OF NORTH HEMPSTEAD, and the CITY OF GLEN COVE duly entered into a Multi-Jurisdictional Agreement dated July 7, 2015 for the purpose of administering programs under said law wherein the Supervisor of the Town of Oyster Bay was delegated the Chief Local Elected Official to undertake such administrative, operational, and fiscal responsibilities, and

WHEREAS, the Town of Oyster Bay's Division of Employment and Training (DET) has been duly designated through the Multi-Jurisdictional Agreement as the entity to administer required programs under the said law, its rules and regulations, and

WHEREAS, DET has been awarded funding under the Workforce Innovation and Opportunity Act (WIOA), and

WHEREAS, programs providing classroom training leading to employment in demand occupations are appropriate activities under said funding, and

WHEREAS, the SCHOOL is deemed an eligible enterprise to furnish such services;

WHEREAS, the SCHOOL is deemed an eligible training provider selected in connection with WIOA, and included on the New York State list of eligible training providers;

NOW, THEREFORE, in consideration of the mutual interests provided for hereby, the parties herein agree as follows.

GENERAL CONDITIONS

1. AUTHORITY

Pursuant to grants awarded to the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training, by the New York State Department of Labor under the Workforce Innovation and Opportunity Act (WIOA).

- a) Catalog of Federal Domestic Assistance (CFDA) 17.258 WIOA Adult Program;
- b) Catalog of Federal Domestic Assistance (CFDA) 17.278 WIOA Dislocated Worker Program; and
- c) Catalog of Federal Domestic Assistance (CFDA) 17.259 WIOA Youth Program.

2. LAWS APPLICABLE

a) SCHOOL agrees that it will comply with requirements of the Workforce Innovation and Opportunity Act (WIOA), and the regulations and policies promulgated thereunder. If such regulations should be amended it shall then comply with them, or it will notify Town of Oyster Bay within thirty (30) days of receipt from Town of Oyster Bay of such amended or revised regulations that it cannot so conform. Town of Oyster Bay may, after receipt of such notices of inability to comply, terminate this contract in whole or part on ten (10) days' notice. Town of Oyster Bay shall be responsible to advise SCHOOL of any amendments or revisions of said regulations. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-4.2 of the Administrative Code of Nassau County and the provisions of the Anti-Discrimination Order under the program contemplated by this Agreement.

- b) SCHOOL shall sign the Federal Certifications, which are attached hereto

as Appendix IV and in all respects made a part hereof. CONTRACTOR affirms that it will abide by the provisions of the Certification Regarding Debarment, Suspension, Ineligibility, and voluntary Exclusion-Lower Tier Covered Transactions, the Certification Regarding Lobbying -- Certification for Contracts, Grants, Loans and Cooperative Agreements, the Certification Regarding Drug Free Workplace, the Certification Regarding Nondiscrimination and Equal Opportunity Assurance, the Certification Regarding Buy American Notice Requirement, the Certification Regarding Salary and Bonus Limitations, and the Certification Regarding Veterans' Priority Provisions

c) SCHOOL agrees that neither the program, nor the funds provided, shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.

3. NONDISCRIMINATION

As a condition to the award of financial assistance under WIOA, SCHOOL assures, with respect to operation of the funded program or activity and all agreements or arrangements to carry out the funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Investment Act of 2014, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States DOL has the right to seek judicial enforcement of this assurance.

4. HOLD HARMLESS

a) SCHOOL agrees that it is and at all times deemed to be an independent Contractor and shall not at any time or for any purpose be deemed an employee of the Town of Oyster Bay and DET, and that SCHOOL shall not in any manner whatsoever, by its actions or deeds, commit the Town of Oyster Bay and DET to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, or employee of SCHOOL, nor any participant in this performance shall at any time or under any circumstance be deemed to be an agent, servant, or employee of the Town of Oyster Bay and DET. SCHOOL affirms that it will pay and compensate all persons

participating in this performance, and agrees to hold the Town of Oyster Bay and DET harmless from liability for payments of such services.

b) SCHOOL agrees to conduct its activities pursuant to this Agreement so as not to endanger any person and to indemnify and hold harmless the Town of Oyster Bay and DET, its agents, officers and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damage to Town of Oyster Bay property), costs and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by the acts or omissions of SCHOOL, its officers, agents, employees, guests, patrons or invitees, whether such actions are authorized under this Agreement or not.

c) SCHOOL shall be obligated to defend any action brought on as a result of any claim under this Agreement.

5. INSURANCE

The SCHOOL shall not begin any programs until the Town of Oyster Bay and DET have received and approved all insurance required under this contract. Furthermore, the SCHOOL shall procure and keep in force all required insurance at its own cost and expense. In addition, the SCHOOL shall maintain the required insurance during the performance of this contract up to the date when all participants enrolled under this contract are no longer in attendance, and the contract shall be void and of no effect unless SCHOOL maintains the required insurance.

a) In accordance with the laws of the State of New York, **WORKER'S COMPENSATION INSURANCE** must cover all of the SCHOOL'S employees employed at the site of the program. If the Town of Oyster Bay and DET approve any work to be sublet, the SCHOOL shall require the sub-contractor to provide Worker's Compensation Insurance for all of the subcontractor's employees employed at the site, unless the Worker's Compensation Insurance of the SCHOOL covers such employees. The SCHOOL, prior to the commencement of this Agreement must submit a certificate of Worker's Compensation Insurance, listing the Town of Oyster Bay as a certificate Holder.

b) **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, to protect the SCHOOL and any subcontractor (if the subcontractor is approved to operate under this contract by the Town of Oyster Bay and DET) performing work in connection with this contract from claims for damages for personal injury (bodily injury, sickness or disease including any resulting death, as well as injury claimed to be sustained resulting from false arrest, detention, and/or imprisonment, malicious prosecution, libel, slander and/or defamation or character, invasion of privacy, wrongful eviction and/or wrongful entry), and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the SCHOOL or by any subcontractor or

by anyone directly or indirectly employed by either of them. The minimum amount of such insurance must be as follows:

1. Personal Injury: \$1,000,000 each occurrence.
2. Property Damage: \$ 500,000 each occurrence.

A certificate of Comprehensive General Liability Insurance as described above, listing the Town of Oyster Bay as additional insured and accompanied by a certificate of endorsement from the insurance company must be submitted by SCHOOL to DET prior to the commencement of this Agreement.

If the SCHOOL is self-insured, a letter verifying the coverage, as described above, regarding Worker's Compensation and Comprehensive General Liability Insurance, must be submitted by SCHOOL to DET prior to the commencement of this Agreement.

6. SCHOOL'S OBLIGATIONS

a) SCHOOL agrees to accept all participants for training, provided the participants meet the SCHOOL'S admissions standards, into one of the several courses listed in Appendix I, which is annexed hereto, and in all respects made a part hereof this Agreement.

b) SCHOOL shall perform all training services for specified trainees within the period agreed to herein; and shall adhere to the curriculum as well as provide all instruction and other services, as specified in the most current "College Catalog" available at the time of the participant's registration into the course(s). SCHOOL agrees to provide, at all times, training programs that offer current skills as required in the local labor market and shall retain participants until completion of their training unless otherwise consented to in writing by DET.

c) SCHOOL agrees to submit bi-weekly attendance forms for students enrolled as requested by DET. SCHOOL agrees to abide by the provisions of the DET "Training Attendance Policy" for enrollees, a copy of which is found in the "Attachment" section of this Agreement.

d) SCHOOL shall provide trainees any required certification of training accomplished. SCHOOL shall comply with follow-up requirements, as required under WIOA, whereby information regarding each participant's status following the completion of training must be reported for a period of six (6) months from the last date of training.

e) SCHOOL shall not subcontract any or all of the services herein agreed to unless consented to in writing by DET.

f) Shall complete a "Student Progress Report" at the conclusion of each course participant completes, a sample of copy of which is attached and made apart hereof.

7. DET OBLIGATIONS

DET shall provide the SCHOOL with all forms and policies necessary to complete its reporting requirements and process its claims for payment. DET shall refer trainees to appropriate SCHOOLS and courses and shall generally monitor SCHOOL'S obligations, and administer to needs arising therefrom.

8. RECRUITMENT

The SCHOOL and DET shall conduct an assessment of each participant's goals, as well as needs and abilities, prior to enrollment into a training program. A "Training Plan Agreement" shall be utilized for this purpose, a sample copy of which is attached and made a part hereof.

9. PAYMENTS

a) SCHOOL will be paid for training only those participants who are certified in writing as eligible according to WIOA requirements by DET.

b) Where applicable, SCHOOL agrees to assist participants in applying for PELL/TAP, or any other financial assistance programs, and will submit copies of such applications to the proper entities. SCHOOL must notify DET of any student financial assistance approvals as appropriate. A "Financial Aid Agreement" between the SCHOOL, participant and DET as defined in Appendix VI shall be completed for each participant. SCHOOL must provide DET with a copy of the "Student Aid Report" arising from such applications. For WIOA participants, financial aid must be used to cover the cost of the base tuition, as well as books, fees, supplies, uniforms, etc. and it is to be used to offset all costs for a participant prior to any costs being owed by DET.

c) SCHOOL shall submit a "Town of Oyster Bay Claim" form and an itemized invoice to DET for each individual's tuition and fees. The invoice must separate tuition, books, fees, etc. and SCHOOL shall attach the appropriate documentation to support these costs. The cost of books and supplies shall be reimbursed in accordance with Appendix IC of this agreement.

d) Tuition payment to SCHOOL shall never exceed what is owned based on the SCHOOL's refund policy at the time of the participant's enrollment. Tuition payment for each participant will also be based on the assessment policy as outlined in Appendix IB "Assessment/Withdrawal/Refund Policy".

e) The schedule for submission of billing shall be at the conclusion of the refund period, whereby the specific amount owed will be based on this policy.

f) In the event that the SCHOOL is the recipient of other Federal, State or local government grants, or awards, it is expressly understood and agreed that the SCHOOL shall not bill or charge DET for services rendered, equipment and/or materials purchased, and operating expenses allowed, for any and all services, equipment, and expenses which are provided through other funding sources.

10. PLACEMENT

a) SCHOOL shall not charge any additional fees for placement to either the participants who have completed the program or to the employers who hire them. DET and SCHOOL shall work together to place participants in training related positions upon completion of the training program.

- b) DET shall monitor placement percentages for each course as follows:
- SCHOOL's placement outcomes shall be evaluated quarterly.
 - If placement outcomes for a course fall below 70%, the course will be dropped from the available inventory at the end of this evaluated quarter.
 - Course may be added back onto the available inventory at the conclusion of the next evaluated quarter if:
 - Placement rates rise above 70%; or
 - SCHOOL provides verification from local companies that there are job openings for the skills attained in said course and these companies pledge to seriously consider graduates sponsored by DET; or
 - SCHOOL provides a sufficient corrective action plan such as the revamping of the curriculum to better meet the needs of local employers which has been duly authorized by local industry.

11. DISALLOWED COST

If at any time, for any reason, during or after the term of this Agreement, the United States Department of Labor, the State of New York Department of Labor or any other authorized governmental agency makes a determination that the SCHOOL utilized funds received under WIOA in such a manner so as to violate any provision of the Workforce Innovation and Investment Act, or the rules and regulations promulgated thereunder, the SCHOOL agrees to indemnify and hold harmless DET, and to stand in DET'S place for purposes of making any reimbursements that become due and payable. The employment or training of participants in sectarian activities is prohibited.

12. CLAIMS AND CLOSEOUT

a) The school agrees to submit, no later than ninety (90) days from the participant's last day of attendance, all reports, claims, and statements needed for the closeout procedure. Such reports will include, but will not be limited to all cost data, final claims for reimbursement, or other fiscal adjustments deemed to be allocated and allowable under the contract. On the ninety-first (91st) day after the participant's last date of attendance in the training program, all unexpended funds shall automatically be deobligated.

b) The DET agrees that sufficient funds shall at all times remain obligated to cover all possible charges against the program covered by this Agreement.

13. TERMINATION OF TRAINEE

a) The SCHOOL'S rights to discipline, suspend or discharge participants shall be in accordance with the SCHOOL'S established rules and regulations, and with any applicable collective bargaining agreement. However, SCHOOL does not have the authority to terminate any participant without prior written consent from DET in order that DET may have an opportunity to provide the participant with any appropriate supportive services.

14. TERMINATION OF CONTRACT

a) Should the SCHOOL fail to perform any of the terms, covenants or conditions of this Agreement, in whole or part, DET, on behalf of the Workforce Innovation and Investment Act, shall have the right to terminate this Agreement.

b) Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement. If this Agreement is so terminated, payments hereunder are limited to the extent of allowable costs incurred prior to the date of termination.

c) Should the funds granted by the United States Government, the New York State Department of Labor be reduced, disallowed, terminated or not renewed, DET expressly reserves the right to cancel this contract and to de-obligate the remaining unpaid amount due under this Agreement.

15. AUDIT AND RECORDS

a) SCHOOL, including its satellites, if any, shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by DET. Such books and other records shall at all times

be available for audit and inspection by DET or its duly designated representatives. All financial records shall be retained for a period of five (5) years after the expiration or termination of this contract. Such period of access and retention shall continue until any

and all claims, appeals, litigations or disputes arising under this contract have been disposed of.

b) DET may conduct on-site monitoring and auditing visits upon reasonable notice to assure contract compliance and adherence to all applicable rules and regulations at least one time during the contract period.

c) SCHOOL agrees to maintain the confidence of all information regarding participants or their immediate families and will not divulge same without the prior written permission of the participant or as may be required by law.

16. MISCELLANEOUS

a) Any modification or amendment to this Agreement must be mutually agreed to by the parties herein and must be put forth in written form.

b) Appendices I through VI, annexed hereto, are hereby made a part of this Agreement inasmuch as they are applicable, supplement and do not conflict with the terms herein.

c) The SCHOOL and DET agree that no officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under the Workforce Innovation and Investment Act shall knowingly enroll a relative or ineligible participant.

d) SCHOOL warrants that it is not in arrears to DET or any other agency, company, or private party upon debt or contract and that it is not in default as surety, contractor or otherwise upon any obligation to DET, any other agency, company or private party.

e) Any discovery or invention which arises or is developed in the course of or under this contract will become the property of the federal government.

It is further agreed to by the parties herein that this Agreement shall commence on the 1st day of July 2017 and terminate on the 30th day of June 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

TOWN OF OYSTER BAY

By: _____

Title: _____

**ISLAND DRAFTING AND TECHNICAL
INSTITUTE**

By: _____

Title: _____



CLASSROOM TRAINING CONTRACT APPENDICES

Appendix I	Maximum Tuition Costs for WIA Contract
Appendix II	Responsibility Questionnaire
Appendix III	Federal Certifications
Appendix IV	Equal Opportunity is the Law
Appendix V	Grievance Procedures
Appendix VI	Financial Agreement

APPENDIX I

CLASSROOM TRAINING MAXIMUM TRAINING COSTS FOR WIA CONTRACT

ISLAND DRAFTING AND TECHNICAL INSTITUTE

128 Broadway
Amityville, New York 11701

CONTACT: Larry Basile

(631) 691-8733 X114

(631) 691-8738 fax

Email: lbasile@idti.edu

www.idti.edu

CONTRACT DATES: July 1, 2017 - June 30, 2020

<u>COURSE</u>	<u>CREDITS</u>	<u>*TOTAL TUITION AMOUNT NOT TO EXCEED PER PARTICIPANT</u>
Computer Aided Drafting and Design – Architectural Morning or afternoon	60	\$32,540.00
Computer Aided Drafting and Design – Architectural Evening	60	\$32,765.00
Computer Aided Drafting and Design – Mechanical Morning or afternoon	60	\$32,540.00
Computer Aided Drafting and Design – Mechanical Evening	60	\$32,765.00
Electronic and Computer Service Technology Morning or afternoon	60	\$32,540.00
Electronic and Computer Service Technology Evening	60	\$32,765.00
Computer-Aided Drafting/Design	12	\$ 6,665.00

CAD for Professionals	50 hours	\$1,495.00
Revit Architecture	50 hours	\$1,495.00
Blueprint Reading	28 hours	\$ 495.00

COMPUTATION FOR PAYMENT:

1. DET will notify SCHOOL of the approved **Total Tuition Amount** in writing in accordance with the current "Policy on Maximum Funding of Individual Training Accounts" in effect at the time of referral.
2. Subject to the refund policy of the SCHOOL, as stated in the "Enrollment Agreement" or in the SCHOOL'S catalog, brochure, pamphlet or advertisement used for the general public.
3. Tuition claims may be sent to the Town of Oyster Bay at the conclusion of the refund period. The amount owed to school will be based on this refund policy.
4. Additional fees for tests necessary for certification not included in the above cost per participant may be reimbursed to the training provider, if prior approval is obtained by DET.
5. Discounts may be applied where applicable.
6. SCHOOL may submit a tuition increase for the period beginning July 1, 2018.
7. One claim form may be submitted for multiple customers attending a single class/course; however, the documentation attached must support the cost of **each** individual customer who attends supplemental documentation.

Appendix II

Responsibility Questionnaire

Instructions – Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate¹, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
- a. A judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☐ No
 - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☐ No
 - c. An unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?
☐ Yes ☐ No
 - d. An investigation for a civil violation for any business-related conduct by any local, state or federal agency?
☐ Yes ☐ No
 - e. A grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☐ No
 - f. A local, state or federal suspension, debarment or termination from the contracting process?

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

- ☐ Yes ☐ No
- g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?
☐ Yes ☐ No
- h. A local, state or federal denial of a lease or contract award for non-responsibility?
☐ Yes ☐ No
- i. An agreement to voluntary exclusion from bidding/contracting?
☐ Yes ☐ No
- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?
☐ Yes ☐ No
- k. A local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?
☐ Yes ☐ No
- l. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?
☐ Yes ☐ No
- m. A denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?
☐ Yes ☐ No
- n. A rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?
☐ Yes ☐ No
- o. A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?
☐ Yes ☐ No
- p. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?
☐ Yes ☐ No
- q. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?
☐ Yes ☐ No



r. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- federal, state or local health laws, rules or regulations
- unemployment insurance or workers' compensation coverage or claim requirements
- ERISA (Employee Requirement Income Security Act)
- federal, state or local human rights laws
- federal or state security laws
- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws?

☐ Yes ☐ No

s. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

☐ Yes ☐ No

2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

☐ Yes ☐ No

3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

☐ Yes ☐ No

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government taxes?

☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

5. During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

If it is an affiliate, include the affiliate's name and FEIN:

Provide the court name, address and docket number:

Indicate if the proceedings have been initiated, remain pending or have been closed:

If closed, provide the date closed: _____

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business

Signature of Officer

Address

Typed Copy of Signature

City, State, Zip

Title

Principal place of business if different from address listed above (include complete address):



Appendix III

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A. 1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

C. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 505 – Buy American Requirements.

F. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient ~~of such funds to pay~~ the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in ~~excess of~~ Executive Level II. This limitation shall not apply to vendors providing goods and services as ~~defined in OMB Circular A-~~

133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

G. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

Contractor Signature

Date

APPENDIX IV



EQUAL OPPORTUNITY is THE LAW

It is against the law for the New York State Department of Labor (NYSDOL) as a recipient of Federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary or programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I- financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with such a program or activity.

What to Do If You Believe You Have Experienced Discrimination

If you think you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: Omoye Cooper, Director, Division of Equal Opportunity Development, New York State Department of Labor, State office Campus, Building 12, Room 540, Albany, New York 12240, usaada@labor.state.ny.us ~ Phone: (518) 457-1984, (TDD) 1-800-662-1220, (VOICE) 1-800-421-1220; or you may file a complaint directly with: Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, D.C. 20210; Local Workforce Investment Area, Equal Opportunity Officer: Brigid Hand, The Workforce Partnership, 977 Hicksville Road, Massapequa, New York 11758, bhand@oysterbay-ny.gov Phone: (516) 797-4560, Fax: (516) 797-4565.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center, (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does not give you a written Notice of Final Action on your complaint, but you are dissatisfied with decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

The Workforce Partnership

PROCEDURE FOR FILING COMPLAINTS

You have the right to file a complaint regarding the implementation of any Title I financially assisted program or activity if you think you have been discriminated against. The Grievance Officer, Ms. Brigid Hand, will be available to review all complaints, assist in their processing and provide any necessary forms or technical assistance. She may be contacted at 977 Hicksville Road, Massapequa, New York 11758, Telephone (516) 797-4560, Fax (516) 797-4565, or e-mail bhand@oysterbay-ny.gov.

Procedures for Complaints

Non-Criminal and Non-Discrimination Complaints

Complaints and Grievances from Participants and other Interested Parties affected by Local Workforce Development System, including One-Stop Partners and Service Providers.

All complaints must be in writing, signed and filed within one year of the facts that gave rise to the complaint. Prior to a formal hearing, the Grievance Officer will attempt to resolve the matter informally or at a conciliation conference. If no resolution is reached, the complainant is entitled to a hearing held on written notice. Such written notice must state date, place, and time of hearing. The complainant may be present at the hearing and may present evidence. The informal resolution and the hearing will be completed within 30 days of the filing of the grievance or complaint. A written decision must be issued to the complainant within 60 days of the filing of the complaint and must include notification to the complainant of the right to request a State level review of the findings.

State level appeals must be submitted in writing to the State Hearing Officer within 10 days of receipt of the Local Area findings. In addition, if no decision is rendered at the Local Area level within the prescribed 30-day period, the complainant may, within 15 days after such decision was due, appeal for a State Review.

The information should be sent to: New York State Workforce Innovation and Opportunity Act Hearing Officer, New York State Department of Labor, State Office Building Campus, Building 12, Room 446, Albany, New York 12240. The Hearing Officer shall issue a decision within thirty days of receipt of a request for a review by a complainant.

Criminal Complaints

All information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Department of Labor, Washington, D.C. 20210. At the same time, a copy should be sent to the New York State Department of Labor, in care of the State Representative, 303 West Old Country Road, Hicksville, New York 11801.

If your complaint is not related to the Workforce Innovation and Opportunity Act of 2014, it will be referred to the appropriate agency or agencies. Complaints may also involve or entitle complainants to recourse from State or Federal agencies pursuant to applicable laws.

Please be assured that the filing of a complaint will NOT result in negative treatment or denial of services to the complainant.

The Workforce Partnership

Representing the Town of Oyster Bay,
Town of North Hempstead and City of Glen Cove

MASSAPEQUA CAREER CENTER
977 Hicksville Road
Massapequa, NY 11758
(516) 797-4560

HICKSVILLE CAREER CENTER
301 W. Old Country Road
Hicksville, NY 11801
(516) 934-8532

APPENDIX VI

FINANCIAL AID AGREEMENT BETWEEN TRAINING PROVIDER, PARTICIPANT AND THE WORKFORCE PARTNERSHIP

Training Provider: _____

Participant: _____

As a participant, enrolled in Classroom Training through The Workforce Partnership, my eligibility will continue in effect **ONLY** under the following conditions:

1. I will apply for PELL, TAP or any other type of financial aid available at the above training institution.
2. I will submit copies of all applications for financial aid to The Workforce Partnership and to the training institution.
3. I agree to let the above named training institution release all information regarding my financial aid award to The Workforce Partnership and to use such award to pay for my tuition, books, fees and exams prior to using any funds through The Workforce Partnership.

I HAVE READ AND UNDERSTAND THE ABOVE LISTED CONDITIONS AFFECTING MY CLASSROOM TRAINING ELIGIBILITY.

PARTICIPANT'S SIGNATURE _____ DATE _____

THE ABOVE TRAINING PROVIDER'S FINANCIAL AID/FISCAL OFFICER AGREES TO NOTIFY THE WORKFORCE PARTNERSHIP IN WRITING OF THE AMOUNT AND DISPOSITION OF ALL FINANCIAL AID AWARDS FOR THE ABOVE NAMED PARTICIPANT.

TRAINING PROVIDER REPRESENTATIVE/TITLE _____ DATE _____

THE WORKFORCE PARTNERSHIP AGREES TO PAY FOR THE TUITION, BOOKS, FEES, AND EXAMS ONCE ALL FINANCIAL AID FUNDING IS EXHAUSTED.

THE WORKFORCE PARTNERSHIP SIGNATURE/ TITLE _____ DATE _____



Meeting of January 24, 2017

Resolution No. 56-2017


WHEREAS, by Resolution No. 779-2015, adopted on December 15, 2015, the Town Board authorized the Office of the Comptroller to obtain the professional services of Computerized Facility Integration, L.L.C., under the MAXIMO Project, from January 1, 2016 through December 31, 2016, with an option for three (3) one (1) year extensions at an aggregate cost not to exceed \$450,000; and

WHEREAS, Christine M. Wiss, Deputy Comptroller, by memorandum dated January 9, 2017, requested Town Board authorization to exercise the first one (1) year extension option, nunc pro tunc from January 1, 2017 through December 31, 2017,

NOW, THEREFORE, BE IT RESOLVED, That the as hereinabove set forth request is hereby accepted and approved, and Computerized Facility Integration, L.L.C., is hereby authorized to perform the professional services under the MAXIMO Project, nunc pro tunc from January 1, 2017 through December 31, 2017; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same in an amount not to exceed \$269,000, for the period from January 1, 2017 through December 31, 2017, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account Nos. CMP A 1315 46410 000 0000 and HWY H 5197 20000 000 1403 008.

-#-

7ms
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:

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

cc: Supervisor
Town Attorney
Comptroller (2)

26

56

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

January 9, 2017

TO: MEMORANDUM DOCKET

FROM: CHRISTINE M. WISS, DEPUTY COMPTROLLER

**SUBJECT: CONTRACT NO: PWC 71-16
MAXIMO SYSTEM
COMPUTERIZED FACILITY INTEGRATION (CFI) EXTENSION**

The vendor, Computerized Facility Integration, L.L.C. (CFI), was authorized by Resolution No. 779-2015 for Professional Services, in conjunction with the MAXIMO Project, for a one year period (January 1, 2016 through December 31, 2016) with an option of extending the services for three one-year extensions thereafter if mutually agreeable.

In light of the above, it is respectfully requested that the Town Board authorize the first, one (1) year extension, with Computerized Facility Integration, L.L.C., to the aforementioned Resolution nunc pro tunc for the period of January 1, 2017 through December 31, 2017 in an amount not to exceed \$269,000. Funds are available in Account Numbers: CMP A 1315 46410 000 0000 and HWY H 5197 20000 000 1403 008 (Project ID 1403HWYDB-19).



**CHRISTINE M. WISS
DEPUTY COMPTROLLER**

Attachments

CMW

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

Reviewed By
Office of Town Attorney

WHEREAS, Robert J. McEvoy, Comptroller, and Christine M. Wiss, Deputy Comptroller, by memoranda dated December 1, 2015 and December 8, 2015, have recommended that the Supervisor, or his designee, be authorized to enter into an Agreement with Computerized Facility Integration, LLC, in connection with Contract No. PWC 71-16, to provide the necessary enhancements, customizations, and training for the MAXIMO system within the Highway Department, for a period of one (1) year, from January 1, 2016 through December 31, 2016, in an amount not to exceed \$450,000, with an option of three (3), one (1) year extensions,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and in connection with Contract No. PWC 71-16, the Supervisor, or his designee, is hereby authorized to enter into an Agreement with Computerized Facility Integration, LLC, for a one-year term contract, from January 1, 2016 through December 31, 2016; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to withdraw all funds from Project ID No. 1403 HWYDB-19, or any other appropriate account, in an amount not to exceed \$450,000.

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

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Carcignano	Aye
Councilman Pino	Aye
Councilwoman Alessi	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

December 27, 2016

TO: CHRISTINE M. WISS, DEPUTY COMPTROLLER
COMPTROLLERS OFFICE

FROM: JOHN P. BISHOP, ACTING COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: THE 2017 HIGHWAY DEPARTMENT REQUIREMENTS FOR I.T
BUDGET FOR THE USE OF MARCUM, AND CFI

Reference is made to the above captioned subject matter and our phone conversation of December 27, 2016 reviewing the 2017 Highway Department I.T. needs.

Under the current circumstances the Highway Department in an effort to minimize the costs for computer consultant needs, has determined that at this point in time the Department and its various Bureaus will utilize Marcum and CFI on a limited base to transition and train our Town of Oyster Bay employees to perform many I.T. tasks that in the past required consultants oversite.

When first launching the MAXIMO system within the Highway Department, initially the daily oversite was a necessary requirement to implement MAXIMO and customized for each Bureau within the Highway Department as well the required link to the AX System for inventory additions/deletions or GIS plotting of Town assets.

Therefore, it is estimated the cost for Marcum would be \$70,000.00, and C.F.I. would be \$50,000.00 for the 2017 budget.

If you have any further questions, please feel free to contact me at 677-5770.


JOHN P. BISHOP
ACTING COMMISSIONER
HIGHWAY DEPARTMENT

JPB/km



2017 IBM Maximo Enhancements, Maintenance, and Support Proposal

Submitted to:



Submitted by:

Computerized Facility Integration, LLC
a Newmark Grubb Knight Frank company

125 Park Avenue

New York, NY 10017

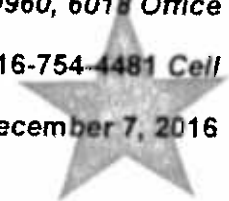
www.gocfi.com

Contact: Ed Jordan

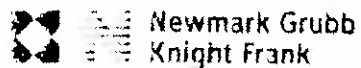
212-564-0960, 6018 Office

516-754-4481 Cell

December 7, 2016



CFI, a Newmark Grubb Knight Frank Company



COMPUTERIZED FACILITY INTEGRATION, LLC

www.GoCFI.com

Overview and assumptions

CFI will host a SharePoint site for Maximo enhancement and integration support collaboration and tracking. The process will work as follows:

1. The Town will log a Maximo enhancement or integration change request
 - Based on the request content, the optimal CFI resource is assigned to review the request and estimate the level of effort.
 - Estimates may include strategic consulting time, implementation time, or a combination of both.
 - Estimates include time for design, development, regression testing, moving of code between environments, documentation, and training, as needed.
2. Weekly meetings will be conducted with the Town to review open requests in SharePoint and review status and progress.
3. The Town will approve the estimate before CFI begins work
4. CFI performs the development work in a Maximo development environment. Depending on the complexity of the request, CFI may meet with the Town to review work in progress to get feedback and avoid any misunderstanding in desired functionality.
5. Once the system enhancement is ready for testing by the Town, CFI will move the new code to the Maximo Test Environment. If necessary, test scripts will be provided that cover multiple scenarios. Depending on testing results, CFI will make subsequent code changes as requested by the Town.
6. When the Town completes testing and accepts the change, the move of the enhancement to production is scheduled. This is done during an established weekly release time-slot which does not conflict with production work. The Town verifies functionality in production.
7. CFI will update the Maximo documentation with the specific changes made.
8. As requested, CFI will produce training material and conduct training on any system changes.
9. Work will be performed remotely and invoiced monthly based on actual hours worked.
10. CFI will hold the current discounted Town blended rate of \$165/hr., which is the lowest rate CFI provides to any municipality for like services.
11. Estimates for the "General" application, integration, and report writing support are based on the typical support requested from CFI in 2016 in these areas. It is assumed that the Town staffing of Maximo support resources will remain the same in 2017 as it is in 2016.



THE ESTIMATES BELOW ARE BASED ON OUR UNDERSTANDING OF WHAT THE TOWN IS LOOKING TO ACCOMPLISH IN 2017.

Initiative and Investment Estimates

ID	Highway 2017 Initiatives	Description	Estimates Hourly rate of \$165/hr.
01	Maximo Anywhere Pilot	Setup and support the pilot of mobile devices for one highway department. Assumes the Town will procure mobile devices, IBM will provide licenses, and the Maximo Anywhere application will be configured only for receiving, creating, and closing work orders.	\$49,500
02	Maximo Anywhere Roll-out	Maximo Anywhere roll-out for all Highway departments. Assumes pilot is completed first and all departments standardize on the same mobile forms.	\$14,850
MAXIMO UPGRADE OPTION 1:			
03	IBM has announced that support for 7.5 is ending in early 2018.	<ul style="list-style-type: none">• Upgrade IBM Maximo from version 7.5 to 7.6.0.3• Assumes the Town upgrades SQL to 2012 or 2015• Spatial version will NOT be upgraded.	\$49,500
MAXIMO UPGRADE OPTION 2:			
04	IBM has announced that support for 7.5 is ending in early 2018.	<ul style="list-style-type: none">• Upgrade IBM Maximo from version 7.5 to 7.6.0.4• Assumes the Town upgrades SQL to 2012 or 2015• Upgrade Spatial to version 7.6	\$66,000
MAXIMO UPGRADE OPTION 3:			
05	IBM has announced that support for 7.5 is ending in early 2018.	<ul style="list-style-type: none">• Upgrade IBM Maximo from version 7.5 to 7.6.0.4• No dependency on the Town updating SQL and includes configurations for new APIs. This assumes ESRI is upgraded to version 10.3 or higher to support Feature Service API and TOB GIS team makes needed configurations to support the new API• Upgrade Spatial to version 7.6• Includes updating of Maximo ESRI integration code to level the Maximo Test Json API	\$79,200

ID	Highway 2017 Initiatives	Description	Estimates Hourly rate of \$165/hr.
06	FEMA Process and Reporting	Configure Maximo to support FEMA mandated processes and rates. Design and implement reports for FEMA reimbursement.	\$26,400
07	Maximo ArcGIS Integration Enhancements and Support	Based on our experience with the Town's Maximo and ArcGIS integrations, we estimate an average of 2 hours a week to support. This assumes that there are no major changes to ESRI and there are no specific enhancements currently identified.	\$16,500
08	Maximo AX Integration Support	Based on our experience with the Town's Maximo and AX integrations, we estimate an average of 1 hour a week to support. This assumes that there are no major changes to AX and there are no specific enhancements currently identified.	\$8,580
09	Maximo Network Integration Support	This includes firewall issues/configurations, connectivity, and Active Directory integration.	Included with AX and ArcGIS integration support estimates
10	General Application Enhancements	Based on our experience with the Town's Maximo deployment and the typical enhancement work requested by users and approved by Town management, we estimate an average 10 hours a week.	
11	General Report Writing Support	Based on our experience with the Town's Maximo deployment and the typical reports requested by users and approved by Town management, we estimate an average of 2 hours a week.	
			Total Investment Summary \$412,830

The town may "opt-in" or "opt-out" of pursuing specific initiatives as outlined and estimated above.

Once the Town decides which Maximo work they would like to peruse in 2017, CFI can provide an updated Cost Proposal with final costs for signature.



Meeting of January 24, 2017

Resolution No. 57-2017

WHEREAS, Brenner, Saltzman & Wallman, LLP by Resolution No. 606-2016, adopted October 18, 2016, was retained to assist the Office of the Town Attorney in connection with a civil action that was commenced in the State of Connecticut; and

WHEREAS, Frank M. Scalera, Chief Deputy Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated January 4, 2017, have requested an authorization to pay Brenner, Saltzman & Wallman, LLP in an amount not to exceed \$13,718.58, with funds available in Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the authorization of an amount not to exceed \$13,718.58 for purposes of payment to Brenner, Saltzman & Wallman, LLP for legal fees, costs and disbursements as outside counsel; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to pay said outside counsel for legal fees, costs and disbursements rendered, upon the submission of a duly certified claim, after approval by the Town Attorney, and after audit, with funds available in Account No. OTA A 1420 44110 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney

29

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Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

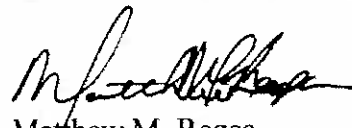
DATE : January 4, 2017

SUBJECT: Outside Counsel to the Town of Oyster Bay
Brenner, Saltzman & Wallman, LLP

By Resolution No. 606-2016, adopted on October 18, 2016, the law firm of Brenner, Saltzman & Wallman, LLP was retained to represent and provide legal services to the Town of Oyster Bay in connection with a civil action that was commenced in the State of Connecticut.

Legal costs have now exceeded the previously authorized sum, and an additional sum not to exceed \$13,718.58 is necessary. Therefore, it is recommended that the Town Board authorize the additional legal fees for Brenner, Saltzman & Wallman, LLP, 271 Whitney Avenue, New Haven, CT 06511 with funds available in Account No. OTA A 1420 44110 000 0000.

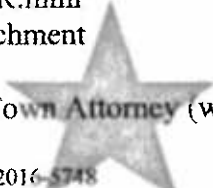
Frank M. Scalera
Chief Deputy Town Attorney


Matthew M. Rozea
Assistant Town Attorney

MMR:mmr
Attachment

cc: Town Attorney (with 10 copies)

File #2016-5748



WHEREAS, pursuant to the Town Code, Town employees are entitled to defense and indemnity by counsel in proceedings involving that employee's work duties, with the associated costs to be borne by the Town; and

WHEREAS, Frank M. Scalera, Chief Deputy Town Attorney, and Matthew M. Rozea, Assistant Town Attorney, by memorandum dated October 11, 2016, have advised that pursuant to the Town's Procurement Policy, law firms were solicited law firms to represent a certain Town employee, who was identified to the Town Board in executive session in connection with a civil action that was brought in the State of Connecticut and, by the same memorandum, recommend that Brenner, Saltzman & Wallman, LLP, 271 Whitney Avenue, New Haven, Connecticut, be retained in order to assist the Office of the Town Attorney with respect to said litigation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the abovementioned law firm is hereby authorized to assist the Office of the Town Attorney with respect to commercial litigation that was commenced in the State of Connecticut in an amount not to exceed \$10,000.00; and be it further

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

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney
Matthew M. Rozea

WHEREAS, by Resolution No. 27-2016, adopted on January 5, 2016, the Town Board authorized the Office of the Comptroller to obtain the professional services of AKA Enterprise Solutions, Inc., from January 1, 2016 through December 31, 2016, with an option for three (3) one (1) year extensions, in an amount not to exceed \$600,000.00 per year; and

WHEREAS, Christine M. Wiss, Deputy Comptroller, by memorandum dated January 13, 2017, requested Town Board authorization to exercise the first one (1) year extension option, nunc pro tunc from January 1, 2017 through December 31, 2017, in an amount not to exceed \$30,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request s hereinabove set forth is hereby accepted and approved, and AKA Enterprise Solutions, Inc., is hereby authorized to perform the professional services, nunc pro tunc, from January 1, 2017 through December 31, 2017; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same in an amount not to exceed \$30,000, for the period nunc pro tunc from January 1, 2017 through December 31, 2017, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. CMP H 1997 26000 1508 001 (Project ID 1508 TWN TWN-02).

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney

27

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

January 9, 2017

TO: MEMORANDUM DOCKET

FROM: CHRISTINE M. WISS, DEPUTY COMPTROLLER

**SUBJECT: CONTRACT NO: PWC 70-16
MICROSOFT AX DYNAMICS
AKA ENTERPRISE SOLUTIONS, INC.**

Kindly save a space on the January 24, 2017 calendar. Supplemental memo to follow.

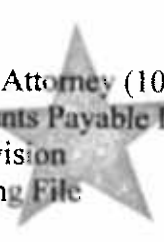
Christine M. Wiss

CHRISTINE M. WISS
DEPUTY COMPTROLLER

Attachments

CMW

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



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

January 13, 2017

TO: MEMORANDUM DOCKET

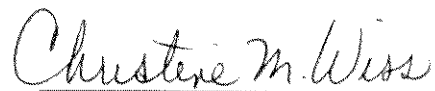
FROM: CHRISTINE M. WISS, DEPUTY COMPTROLLER

**SUBJECT: SUPPLEMENTAL DOCKET MEMO ITEM NO. 28
DOCKET OF JANUARY 10, 2017
CONTRACT NO: PWC 70-16
MICROSOFT DYNAMICS AX SYSTEM
AKA ENTERPRISE SOLUTIONS, INC.**

The vendor, AKA Enterprise Solutions, Inc. was authorized by Resolution No. 27-2016 for Professional Services, in conjunction with the Microsoft Dynamics AX System, for a one year period (January 1, 2016 through December 31, 2016) with an option of extending the services for three one-year extensions thereafter if mutually agreeable.

In light of the above, it is respectfully requested that the Town Board authorize the first, one (1) year extension, AKA Enterprise Solutions, Inc. with the aforementioned Resolution nunc pro tunc for the period of January 1, 2017 through December 31, 2017 in an amount not to exceed \$30,000.00. This amount covers the cost of our managed services agreement which entitles us to 10 hours of support per month at a rate \$175.00 per hour as well as any hourly overages we may incur.

Funds are available in Account Number CMP H 1997 26000 1508 001 (Project ID 1508 TWN TWN-02), which have been allocated pursuant to the adopted 2017 budget and/or previously adopted capital bond resolutions.



CHRISTINE M. WISS
DEPUTY COMPTROLLER

CMW

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

WHEREAS, Resolution No. 81-2013, adopted on February 5, 2013, authorized the Office of the Comptroller, Division of Information Technology, to obtain the professional services of the below mentioned firms under Contract No. PWC 072-12, On-Call Supply and Technical Assistance, from January 1, 2013 through December 31, 2013, with an option for four (4) one (1) year extensions, and

WHEREAS, based upon scope of work and expertise for various IT services, negotiated fees are as follows:

Custom Computer Specialists, Inc.....	\$228,000
Marcum Technologies.....	\$70,000
CSDNET.....	\$140,000
Bowne Management Systems, Inc.....	\$2,009,250

WHEREAS, Christine M. Wiss, Deputy Comptroller, by memorandum dated January 20, 2017, requested Town Board authorization to exercise the fourth one (1) year extension option, nunc pro tunc from January 1, 2017 through December 31, 2017, in an amount not to exceed \$2,500,000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth, is accepted and approved, and in connection with Contract No. PWC 072-12, the Office of the Comptroller, is hereby authorized to exercise the fourth one (1) year extension option to select the services of the abovementioned firms, nunc pro tunc from January 1, 2017 through December 31, 2017, in an amount not to exceed \$2,500,000; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. CMP A 1315 44800 000 0000 for Project ID No. 1508 TWN TWN 02.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney

296

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


January 5, 2017

TO: MEMORANDUM DOCKET

FROM: CHRISTINE M. WISS, DEPUTY COMPTROLLER


**RE: ON-CALL SUPPLY AND TECHNICAL ASSISTANCE RENEWAL
CONTRACT NO. PWC 072-12**

Kindly save a space on the January 24, 2017 calendar. Supplemental memo to follow.


CHRISTINE M. WISS
DEPUTY COMPTROLLER

CMW

cc: Town Attorney (Original + 10 copies)



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

January 20, 2017

TO: MEMORANDUM DOCKET

FROM: CHRISTINE M. WISS, DEPUTY COMPTROLLER

SUBJECT: SUPPLEMENTAL DOCKET MEMO ITEM NO. 28
DOCKET OF JANUARY 10, 2017
ON-CALL SUPPLY AND TECHNICAL ASSISTANCE RENEWAL
CONTRACT NO.: PWC 072-12

The Town Board by Resolution No. 81-13 authorized the Information Technology (IT) Division of the Comptroller's Office to obtain the professional services of various firms, therein listed, under On-Call Contract Number PWC 072-12 for one (1) year with four (4) one year extensions. The first, second and third one-year extensions were granted by Resolution No's. 215-2014, 18-2015 and 3-2016 respectively.

IT services are highly specialized and require technical skills that are necessary to ensure the continuity of support to the various needs of Town departments. Some of these skills require certifications in order to work on specific hardware and/or projects.

Overall, the 2017 fees will represent either a *reduction in rate or no increase*. In addition, this Office called for a reduction in professional service staff where appropriate.

Projects slated for 2017 include but are not limited to:

Infrastructure Changes – With the relocation from the Town's DPW complex in Syosset, IT will focus a major part of its efforts in 2017 on the relocation/transfer of the Town's network lines, servers, personal computers and applications that are presently housed in the DPW facility. There are a large number of IT components that need to be implemented in a controlled and efficient manner so that service disruptions are eliminated or minimized to the extent possible. There are many interdependencies that need to be planned, scheduled and managed effectively. This includes but is not limited to running new network fiber lines; moving servers according to a detailed schedule so as to keep systems running, coordination with the Town's communication systems, installing/moving switches and wireless access points to accommodate staff moving to new or existing Town locations. The infrastructure changes also include setting up a new disaster recovery site and installing new servers in the Town's primary IT site. With this new infrastructure, the Town will move towards virtualizing the Town's database

servers which allows for better recovery in the event of a disaster but also saves on licensing and maintenance costs. All of these functions require very specific skillsets and some require certifications from vendors such as Cisco or Microsoft.

SunGard Community Plus Upgrade – Utilized by the Department of Planning and Development, Community Plus is used to manage all permit, licensing and code enforcement related activities. This project entails upgrading the system to its current version and merging all custom code developed when the system was initially installed. Along with Town staff, IT and SunGard will coordinate and manage all aspects of the project along with the required technical support for server set up and management. A related project using grant funds for the implementation of SunGard's eGov licenses for reporting and managing "zombie" houses will also be managed by IT.

Vermont Systems RecTrac – A new golf course management program will be implemented in 2017. This new system is required to replace an antiquated system that can no longer be supported, and will provide more controls and features. IT will coordinate and manage all aspects of the project along with the required technical support for servers, networking and integration with the Town's phone system.

Microsoft Dynamics AX – This application was implemented in 2014 with core modules for Accounting, Accounts Payable, Purchasing and Inventory management. The implementation of additional modules for Accounts Receivable; Budgeting and Fixed Asset management are currently planned for 2017. Along with Town staff, IT will coordinate and manage all aspects of the project together with the required technical support for server and database management as well as custom programming.

Ongoing Maintenance and Support - IT performs a critical role for the Town in the support and management of a large number of applications used in all departments. This includes managing the Support Desk which functions to record and resolve a variety of support issues ranging from simple password resets to resolving complicated system issues as well as network and email outages.

IT also manages all of the Town's databases and servers. IT actively monitors them and applies updates on a regular basis in order to keep the Town's technology current and protect the Town against threats from viruses and potential intrusions. IT is also responsible for managing IT security.

Ongoing Projects – IT provides support for a large number of systems during the course of the year. This can range from building servers to support new applications to custom programming and testing for new and existing applications. 2017 planning includes custom development, project management and support services for the BAS systems that are utilized by the Office of the Town Clerk and Receiver of Taxes. As mandates are issued by either the State or County, IT needs to be able to respond quickly to modify existing programs and processes to comply with these mandates.

IT has also received requests for smaller projects to implement in 2017. These include, but are not limited to a new marina management application for boat slip rentals, modifications to the Workforce Partnership application and implementation of a consolidated building security system. IT also develops enhancements to existing systems as submitted and approved by the various departments. These applications include ProLaw (used by the Office of the Town Attorney), Maximo (utilized by the Highway Department) and a variety of applications used by other departments.

As we continue to navigate through 2017, it is the intention of this office to continue to work with the Department of Human Resources so that we rely less upon such outside services.

Therefore, it is now respectfully requested that the fourth of the four one-year extensions that were previously authorized by Resolution No. 81-13 be approved for the period from January 1, 2017 through December 31, 2017, nunc pro tunc, and that the Office of the Comptroller be directed to select qualified firms from the list contained in said Resolution No. 81-13 for the purpose of performing the required Professional Services relating to Information Technology Support services under Contract Number PWC 072-12, the aggregate total of which will not exceed \$2,500,000.00. Based upon scope of work and expertise for various IT services, negotiated fees are as follows: Bowne Management Systems, Inc. \$2,009,250; Custom Computer Specialists, Inc. \$228,000; CSDNET \$140,000; and Marcum Technologies \$70,000. Expenditures are both of operating and capital in nature. Funds are available in CMP A 1315 44800 000 0000 and Project ID 1508 TWN TWN 02, which have been allocated pursuant to the adopted 2017 budget and/or previously adopted capital bond resolutions.


CHRISTINE M. WISS
DEPUTY COMPTROLLER

CMW

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



**Bowne Management
Systems, Inc.**
235 East Jencho Turnpike
PO Box 109
Mineola, NY 11501-0109
Phone: 516-746-2350
Fax: 516-747-1396
www.bownegroup.com

January 4, 2017

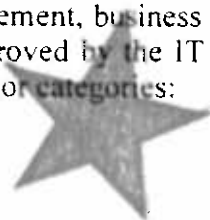
Ms. Christine Wiss
Deputy Comptroller
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, NY 11771

Re: Information Technology Staffing Services
January 1, 2017 – December 31, 2017

Dear Ms. Wiss:

Bowne Management Systems, Inc. (BMS) is pleased to provide this proposal for continuation of our Information Technology project staffing services for the Town of Oyster Bay's Information Technology Group for the 2017 calendar year. Bowne has been providing staff to support the Town's Information Technology Division since 2005. Resources provided have been organized into teams to provide services for IT Management, PC and Network Support, User Support, Application Development and Support, AS/400 Support and a wide variety of specific project initiatives. Bowne currently has approximately five full time onsite staff members supporting the Town's requirements, along with two subcontractors. We also deploy offsite subject matter experts and programming resources as directed to support various Town initiatives. So that we may provide support and accountability for the Town's IT group we are proposing to continue with an IT organization structure consisting of three major groups with specific teams working within them. Those groups are as follows:

- IT Management Group – This group is responsible for the overall coordination and management of all aspects of the IT organization. The group is headed by a certified Project Management Professional who reports directly to the Town's IT Steering Committee.
- General Support Group – This group is responsible for the maintenance of the Town's PC and server infrastructure and for providing general user support. The group is divided into two teams:
 - PC and Network Support Team
 - User Support Team
- Project Support Group – This group provides project management, business analysis, programming and technical support to specific projects approved by the IT Steering Committee. These project activities are divided into five major categories:
 - Application Support Team
 - AS/400 Transformation Team
 - Major and Minor Systems Initiatives



Bowne Management Systems, Inc.

Ms. Christine Wiss

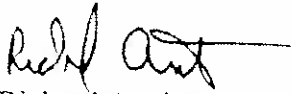
Date: January 4, 2017

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As requested by the Town, Bowne will add additional resources as needed to satisfy new or expanded project requirements while keeping to the overall budget allocation of \$2,009,250. All resources will work from their designated Town of Oyster Bay (TOB) workspace and will respect the approved TOB working schedule, including daily work hours and holidays. On-call status for nights and/or weekends is on an as needed basis, or as otherwise directed by you or your designee.

Should you have any questions regarding these proposed activities, please feel free to contact me at your earliest convenience at 516-746-2350.

Sincerely,



Richard Annitto
Chief Operating Officer



DESCRIPTION OF TEAM ROLES

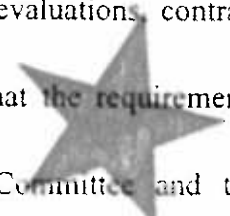
A. IT MANAGEMENT GROUP

IT Manager

The role of the IT Manager is to provide the leadership, expertise and experience required for the success and effectiveness of the Town's IT operations. The IT Manager must partner with the Town's management team to align the Town's information technology with its strategic direction and build and develop the Town's IT organization processes and procedures to support its business needs. The IT Manager also manages the IT operations in order to ensure the development and implementation of cost-effective systems and efficient computer operations to meet current and future decision making requirements. The IT Manager functions as the primary liaison between IT and numerous resources, people and services. To ensure continued effectiveness and success, the IT Manager will continue to report to you, or your designee, and work under direction of the Town's IT Steering Committee and will perform other duties and responsibilities as required.

Areas of Responsibility

The duties and responsibilities of the IT Manager include, but are not limited to, providing overall leadership and guidance for the Town of Oyster Bay's Infrastructure and Network Services, PC / User Support, Support Desk Operations, and Project Management. Other essential duties include:

- Develop and facilitate IT planning, staffing, project management, budget and fiscal management.
 - Ensure the integrity, reliability, and security of systems and data.
 - Negotiate and maintain relationships with various IT related vendor contracts.
 - Identify user needs, resolve problems and direct building of teams to work across all levels of the organization.
 - Define requirements for new resources (personnel, hardware, software, services, etc.).
 - Assist the Town's purchasing officials as may be required during the procurement process by participating in pre-proposal conferences, proposal evaluations, contract negotiations, etc.
 - Assist project teams during the project life cycle to ensure that the requirements specified in the RFP documents are satisfied.
 - Function as the primary liaison between the IT Steering Committee and the Departmental resources.
- 

B. GENERAL SUPPORT GROUP

PC and Network Support Team

Full Time PC Operations Coordinator

The PC Operations Coordinator will provide expertise and support in both a technical and oversight role. The PC Operations Coordinator will be responsible for managing the day to day operations as well as acting as senior technical support for the Town of Oyster Bay's PC Operations and Support Desk functions. As directed, the PC Operations Coordinator will also provide technical and/or management oversight for selected operations involving, but not limited to, the Network Services, Data Processing and Telecommunications functions.

Areas of Responsibility

Duties include, but are not limited to, providing the day to day leadership and senior technical support of the TOB PC Operations and Support Desk functions by overseeing all personal computers and their communication activities within the TOB enterprise group. Other key duties include:

- Responsible for all personal computer operations, including procurement, implementation, evaluation, efficiency, problem solving, and maintenance.
- Establishing Service Level Agreements or operational guidelines with each of the Town Departments.
- Manage the coordination of communication and support between the TOB user community and other technical operational functions.
- Collaborate with required groups to conduct testing on new systems and processes to resolve all problems prior to a planned roll-out as per Service Level Agreement or other guidelines.
- Identify, prioritize, and communicate all system and process issues that affect productivity/efficiency, provide input/support for necessary improvements, and work with all necessary teams and/or departments to correct or improve.
- Develop and/or maintain team and user community policies, including operational policies and procedures, problem resolution, quality assurance, training and reporting/trending analysis
- Educate the technology group and user community in the Town's and Departmental technology systems, standards, policies, and procedures. Enforce each technology system standard, policy, and procedure as indicated.
- Prepare reports and records on team activities for Town management.
- Participate in and/or facilitate cross functional technology meetings, review/analyze technology projects and provide feedback to senior management and/or project stakeholders on a regular basis.

Bowne Management Systems, Inc.

Ms. Christine Wiss

Date: January 4, 2017

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- Provides work directions, resolve problems, prepare schedules, and set deadlines to ensure timely completion of work, while stressing efficiency, and economy.
- Develop and manage PC security and patching policy and process.
- Maintain PC/laptop and software media inventory for the Town.
- Develop and maintain IT vendor contact lists.

System Support Specialist

The System Support Specialist provide expertise and technical support. He/she provides day to day support, maintenance and problem resolution for TOB's Network Services, Printing and PC systems. He/she will complete Support Desk work orders as well as perform special tasks as directed by IT Management. This role requires collaboration with internal and external parties involving various tasks of system maintenance, problem resolution as well as development. In addition, the System Support Specialist is required to travel to any TOB site as required in the execution of his/her directed tasks.

Areas of Responsibility

Duties include, but are not limited to, providing the day to day technical support of the Town's network, personal computers and their communication activities within the TOB enterprise group.

Support may include problem resolution and maintenance for:

- Server Hardware and Operating System issues
- User security and resource management
- Infrastructure and network services management and operations
- Domain and active directory services management and operations.
- Printers and printing issues and resolutions
- User application training and mentoring
- Task management and documentation

User Support Team

Support Desk Coordinator

The Support Desk Coordinator is the front line of IT and receives and processes requests for IT assistance from Town personnel in all departments. The prompt, courteous and efficient resolution of service requests, directly or by routing such requests to an appropriate individual



within the IT organization, is essential to the ability of Town personnel to meet their responsibilities to the public. To ensure continued effectiveness, the Support Desk Coordinator will work under the direction of the IT Manager and other Town IT staff.

Areas of Responsibility

Duties include, but are not limited to, managing the overall operation of the Town's IT Support Desk. Typical tasks and responsibilities include:

- Receive phone and email requests for technical support from all Town users pertaining to any aspect of their use of Town IT hardware and/or software.
- Enter all support requests in the Town's IT service desk management software.
- Assist users where possible or direct their inquiries to the appropriate IT personnel for resolution.
- Track all support requests to ensure they are resolved promptly and to the caller's satisfaction.

C. PROJECT SUPPORT GROUP

Application Support Team

The following roles are designed to support the various IT initiatives for 2017. These roles will be filled either with existing onsite staff or supplemented on an as-need basis.

Business Analyst

The IT Business Analyst will provide business process analysis and development expertise as well as assistance in project coordination and administration. Other critical roles of the IT Business Analyst include; documentation, strategy planning, IT architecture design, training, system support, and systems analyst. To ensure continued effectiveness, the Business Analysts will work under the direction of the IT Manager and other Town IT staff.

Areas of Responsibility

Duties include, but are not limited to, requirements gathering, analysis and documentation, identification of solutions and development of IT/business processes.

Responsibilities Include:

- Elicit requirements using acceptable and proven methods such as interviews, document analysis, requirements workshops, surveys, site visits, business process descriptions, use cases, scenarios, business analysis and task and workflow analysis. Interpret and translate them into application and operational requirements.

Bowne Management Systems, Inc.

Ms. Christine Wiss

Date: January 4, 2017

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- Practice business process analysis and design including detailed industry standard documentation.
- Evaluate and make recommendations that will positively impact operational effectiveness and enable the organization to achieve its goals.
- Work with functional areas to resolve systems issues.
- Successfully engage in multiple initiatives simultaneously.

Enterprise Data Architect

The Enterprise Data Architect will provide expertise in the design, implementation, maintenance and management of the Town's enterprise databases as well as assistance in enterprise database administration tasks.

Areas of Responsibility

Duties include, but are not limited to, providing day to day leadership, support and administration of the Town's enterprise information systems with the primary goal of data sharing. Specific responsibilities include:

- Coordinate and centralize the database installations for the Town
- Develop an infrastructure to support data sharing
- Support and drive efforts towards data sharing throughout the Town by encouraging data quality, through the development of data standards, connectivity methods and usage policies
- Support data-driven initiatives such as operations, analytics, and governance
- Define business objectives and related technology requirements for unifying enterprise information
- Support a broad team structure for centralized data management within the Town

PC Application and Database Specialist

The PC Application and Database Specialist will provide expertise in the preparation and conversion of data and databases related to the various IT projects. This individual will be proficient in the use of the different Microsoft Office products (Word, Excel, Access, PowerPoint and Visio) and will work with members of the different project teams to ensure that required project data is converted, created and stored in databases according to Town and industry standards.

Bowne Management Systems, Inc.

Ms. Christine Wiss

Date: January 4, 2017

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Areas of Responsibility

Duties include, but are not limited to, providing day to day development and support services of the Town's enterprise information systems with the primary goal of data sharing. Specific responsibilities include:

- Assist in the coordination and centralization of database installations for the Town
- Implementation of an infrastructure to support data sharing
- Support efforts towards data sharing throughout the Town by encouraging data quality through the development of data standards, connectivity methods and usage policies
- Support data-driven initiatives such as operations, analytics, and governance
- Support a team structure for the implementation of centralized data management within the Town

PC Application Programmer

The PC Application Programmer provides expertise in the design, development and support of PC based programs related to various IT projects. Areas of expertise include desktop and server based applications, web based programming and the development of GIS tools and applications to support the integration of GIS functionality into other Town applications. This individual will work with members of the different project teams to ensure that required applications are developed and maintained according to Town and industry standards.

Areas of Responsibility

Duties include, but are not limited to the design and implementation of applications as requested by the IT Management Group. Specific responsibilities include:

- Application design and development
- Application deployment and testing
- GIS application development using the Esri software suite including ArcGIS Server, ArcGIS .NET ADF, ArcIMS, ArcGIS Suite (ArcEditor, ArcInfo), ArcPad
- GIS application development using other third party products and open source components such as Bing Map, Geoserver and the Google Maps API
- Application support and troubleshooting
- Perform other related application development duties as directed by the Town's IT Manager or other designated individuals.



Bowne Management Systems, Inc.

Ms. Christine Wiss

Date: January 4, 2017

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AS/400 Transformation and Support Team

Bowne Management Systems will supply resources on an as needed basis specializing in the IBM AS400 system. The AS/400 has been the mainstay of the Town's IT infrastructure for many years and it continues to support mission critical applications and their datasets. This team will have two primary functions: (a) assist in the migration/transformation of existing AS/400 applications and databases to the new Town platforms and, (b) support the current daily operation and application environment including, but not limited to system and application audits, analysis, security, upgrades, programming and development.

For this task we will utilize Bowne personnel and the services of our subcontractor Argus Computer Consulting Inc., which has provided these services to the Town for a number of years.

Areas of Responsibility

Duties include, but are not limited to, planning for and implementing tasks related to the migration of applications and data from the AS/400 to a new hardware/operating platform while providing day to day operational support of the system and its applications.

Additional responsibilities include:

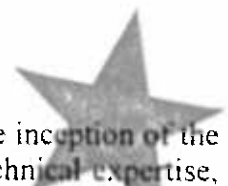
- Data/Application Migration Service
- Accounting Requirements and General Business Needs Analysis & Assessments
- Assistance with Implementation, Accounting Reports, Troubleshooting & Audit Requirements
- System i (AS/400) Custom programs Maintenance & Improvements
- System i (AS/400) Interoperability with Windows & SQL Environment
- System i (AS/400) and General Software Implementation Support and Project Management
- Provide expertise and assistance in all levels of the IBM System i (AS400) system operations and application environment.

Major and Minor Systems Initiatives

The IT Steering Committee provides support to a number of new or ongoing projects. Depending on the requirements and effort involved these projects may involve different members of the Town's IT staff and/or specialized consultant teams.

Geographic Information System

Bowne Management Systems has served as the Town's GIS consultant since the inception of the Town's GIS program. In that role, Bowne provides resource management, technical expertise, data design and creation, application development, database administration and supporting technology management services. Bowne designed, implemented and currently maintains an



Bowne Management Systems, Inc.

Ms. Christine Wiss

Date: January 4, 2017

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intranet GIS portal for the Town, providing access to 8 departmental GIS data viewers built on Esri's ArcGIS for Server technology.

In 2017, we anticipate supporting the following GIS-related activities:

- Bowne will continue to support the existing integration and maintenance of GIS data for the Highway Department's asset management and work order system. Principal activities related to this effort include data creation & maintenance, SQL database management, user-reported issue troubleshooting, map service support and maintenance.
- Bowne's data technicians will continue to develop newly requested departmental datasets and edit existing data in support of ongoing activities and studies. Additionally, Bowne will refresh the Town's basemap GIS data that is sourced from Nassau County.
- In order to meet the needs of Town users, Bowne will continue to support, upgrade and customize the intranet based viewers as approved by the Town GIS Committee.
- We will support the coordination of the various software systems that are affected by a GIS integration including Maximo, AX, BAS, SQL Server, among others. Each integration must be reviewed for software release compatibility. Upon approval, Bowne will install, configure and test each component of server software, desktop software and applications affected by an upgrade.



Bowne Management Systems, Inc.

Ms. Christine Wiss

Date: January 4, 2017

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- Continue to lead the monthly GIS Committee meetings. Meeting discussion materials will be prepared and distributed to participants prior to each meeting and subsequently posted to the designated location on the Town's intranet along with meeting minutes, summarizing any decisions made or ideas for further review by the group. At these meetings, Town departments submit new requests, concerns, issues and ideas to the Committee for discussion and approval.

Bowne will support the below initiatives, along with any additional approved projects, using varying resources in the defined roles.

Infrastructure Changes – With the closure of the Town's DPW complex in Syosset, IT will focus a major part of 2017 relocating the Town's network lines, servers, personal computers and applications housed in that facility to other locations.

SunGard Community Plus Upgrade – Utilized by the Department of Planning and Development, Community Plus is used to manage all permit, licensing and code enforcement related activities. This project entails upgrading the system to its current version and merging all custom code developed when the system was initially installed. Bowne was integral to the implementation of the original software and brings experience to upgrade.

Vermont Systems RecTrac – A new golf course management program will be implemented in 2017. This new system is required to replace an antiquated system which can no longer be supported as well as providing more controls and features.

Microsoft Dynamics AX – This application was implemented in 2014 with core modules for Accounting, Accounts Payable, Purchasing and Inventory management. The implementation of additional modules for Accounts Receivable; Budgeting and Fixed Asset management are currently planned for 2017. Bowne was integral to the implementation of the original software and brings that experience to the implementation of additional modules.

Disaster Recovery and Business Continuity Planning – this project was started in early 2016 and continues. Bowne is leading the department interviews and disaster recovery and business continuity planning for the Information Technology components of the plan.





January 4, 2017

Town of Oyster Bay
Information Technology Group
74 Audrey Lane
Oyster Bay, NY 11771

Attn: Christine Wiss, Deputy Comptroller

Dear Christine,

Thank you for the opportunity to continue to serve The Town of Oyster Bay's (Town) technology support needs. As an existing client, you know that Custom Computer Specialists, Inc. (Custom) prides itself on consistently providing the right people to meet your technology support requirements. Much of our success comes from our ability to hand-pick individuals for "best-fit" with your organization from our technical staff of over 280 Individuals. Our ultimate goal has, and will continue to be, to provide you with the best combination of technical skills, relevant experience and cultural fit in the people we staff for you.

Scope of Services and Pricing:

Custom understands that the Town would like to continue to contract with Custom with the below resource:

Offering	Rate per hour	Hours Per Day	Billable Days	Extended Total
Full Time Network Specialists Level 3* *Special pricing for full time position	\$141.62	7	230	\$228,008.20

The rates and titles outlined above are a significant **decrease** from prior years. We will continue to provide the same resource and quality of service for the lower price. Please reference the Town's RFP for On-Call Services which was awarded to Custom for the 2013 contract year. As per that RFP, all rates are calculated as 7 hour billable days with one hour of un-billable time for lunch. All start dates are calculated as January 1st 2017 and end dates as December 31st 2017.





Schedule:

This contract is not intended for emergency situations or unscheduled events. If the Town requires such services, Custom can provide a support contract. Alternatively, Custom will provide a single resource for a full time engagement. Substitutions of personal will be allowed if both parties agree. There is no additional dollars included for other resources at this time (as with prior years). All rates are detailed in our RFP if you should choose to add resource for short term or long term engagements.

Fees:

The total estimated budget for this contract \$228,008.20 for a total of 1,610 hours. Custom will invoice the Town on a monthly basis for days used each month and will provide a detailed time card reporting weekly activities. As this is a time and materials engagement, the Town will ensure resources are fully utilized when assigned.

Conclusion:

We greatly appreciate the opportunity to continue assisting you with your ongoing support needs. We value our relationship and will continue to provide you with the highest level of professional service. To indicate your acceptance, please sign the included acceptance section that follows, and fax it to my attention at (800) 986-5518 or email to skeith@customonline.com.

Once again, thank you for this opportunity; I look forward to hearing from you.

Sincerely,
Suzanne Keith / Account Executive

Acceptance

By signing in the space provided below I accept the proposal and pricing submitted by Custom Computer Specialists, Inc., I authorize Custom to commence the work/labor contained therein.

Accepted By:
Town of Oyster Bay

Accepted By:
Custom Computer Specialists

Name / Title

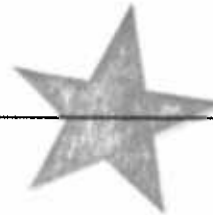
Name / Title

Signature

Signature

Date

Date





Terms and Conditions

Pricing, Payment and Credit Terms: Client agrees to pay Custom the purchase price as specified in this Agreement and if applicable, agrees to pay all applicable taxes that may be levied on such purchase price whenever billed. Unless specified otherwise, Custom has calculated pricing based upon a standard eight (8) hour work day with the hours between 9am and 6pm. Credit terms are subject to the approval by Custom, and Custom reserves the right, at its sole discretion, to require cash in advance payment for any purchase. However, it is the intent of Custom to provide credit terms to Client at the outset of this Agreement, subject to satisfactory credit underwriting.

Unless specified otherwise in this proposal, a deposit equal to 50% of the fees for services is due upon acceptance of this Agreement, and the remaining 50% of the fees for services will be invoiced upon completion of the Project. Product and equipment will be invoiced upon delivery. Invoices are due within 30 days of date of invoice.

Payment for monthly services is due quarterly in advance. If applicable, all other payments are due within 30 days (upon approval) from date of invoice. If Client is provided with credit terms, any payment not received within thirty days of the date of invoice shall accrue interest at the rate of one and one-half percent per month or the maximum rate allowed by law, if less, and any associated collection or attorney's fees. In the event of Client's non-payment of an invoice when due, Custom reserves the right to immediately suspend service and shipment of any outstanding Client orders until such invoices are paid in full.

Confidentiality: This proposal is the confidential property of Custom. The Client agrees that no part of this proposal shall be disclosed to any third party without the prior written consent of Custom. The Client and Custom each agree to keep confidential and not to disclose to any third party any trade secrets, business secrets, marketing data, or technical information of the other.

Warranties: The manufacturer's warranty on all computer hardware, software and related products is given to Client, to the maximum extent allowed by the manufacturer, upon delivery. Custom further warrants that all services will be performed in a professional manner by personnel with the degree of training required to provide such services. No other warranties express or implied, shall be deemed to have been made by Custom. Any other warranties, including any implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed by Custom.

Limitation of Liability: Custom shall not be liable to Client or any third party for any special, incidental or consequential damages or commercial loss, whether or not foreseeable, arising out of, or in conjunction with this Project. The aggregate liability of Custom to Client for any cause of action or claim (whether contract or tort) shall be limited to the amounts paid to Custom by Client hereunder with respect to the service or products that are the subject of such action or claim.

Recruitment of Personnel: For the longer of three years from the date of this Agreement or two years following Client's last use of Custom's services, Client and Custom shall not directly or indirectly solicit for employment the other party's employees or agents, or hire or engage such employee or agent without the prior written consent of the other party. Notwithstanding this prohibition, should one party hire the employee or agent of the other within this timeframe without the prior written consent of the other party, the hiring party shall pay the other party as liquidated damages for the loss of such employee or agent an amount equal to twice the hired employee's annual compensation previously paid by the non-hiring party.

Timing: Unless specified otherwise, this proposal will be valid for 30 days. Custom has a cost of preparedness and must schedule the appropriate technical resources to complete a project. Custom plans to begin no earlier than 20 and no later than 30 business days from the date of acceptance.

Other: These terms and conditions may be amended, but only by a written amendment signed by both of the parties.



CSDNET
www.csdnet.com

Town of Oyster Bay

January 12, 2017

Division of Information Technology

74 Audrey Ave

Oyster Bay, NY 11771

RE: Renewal of RFP for On Call Services

To Whom It May Concern:

CSDNET (Fed ID# 11-3410788) appreciates the opportunity afforded us to renew our contract with the Town of Oyster Bay for fiscal 2017. **CSDNET remains uniquely positioned to procure, implement, and support the services requested.**

As such, CSDNET will reduce its hourly rate for Donna Duca's services to \$112.00 per hour, not to exceed a total of \$140,000.00 for the year or 1,250 hours.

At CSDNET, **we do what we say we're going to do at the price we say we're going to do it!** CSDNET does not over price and we DO NOT nickel and dime our customers. This is how CSDNET maintains one of the best customer satisfaction ratings of all integrators here on Long Island; and, the reason that many of our clients turn out to be lifelong friends.

As a privately owned business and local business CSDNET takes your business personal. If we fail we not only fail you we fail our employees, our friends, our neighbors among others. Quite simply, **we will not fail you nor will we fail the Town of Oyster Bay!**

Our goal moving forward is to continue too not only meet your expectations but to exceed them as well!

Sincerely,

Fred Zappolo

VP of Sales

Fred.zappolo@csdnet.net

o: (631) 924-7474

f: (631) 924-7475



MARCUM TECHNOLOGY

Town of Oyster Bay Highway Department
150 Miller Place
Syosset, NY 11791-5699

Attn: John P. Bishop
Acting Commissioner

01/04/2016

Proposal for 2017 IT Related Services

Marcum is pleased to be a part of the Town of Oyster Bay team for the calendar year 2017 regarding the Maximo program within the highway department. If the Town of Oyster Bay would consider a \$70,000 commitment under PWC 72 - 12 for services provided as in the prior year, Marcum is pleased to submit this proposal for continuation of Information Technology staffing and support services for the period of January 1st, 2017 through April 7, 2017. Please sign where indicated below. The costs for these resources is \$70,000.

We understand that this amount is considerably less than last year's commitment, but at this point in time Marcum is willing to begin the 2017 year with the initial \$70,000 commitment.

We are ready to move forward providing the Town of Oyster Bay has the resources and needs for our services. In addition we acknowledge this is dependent on the Town of Oyster Bay's resources and budget needs, which will dictate future authorization for the remaining 2017 calendar year.

Acceptance

By signing on the 'accepted by' line below, Marcum Technology & Town of Oyster Bay both agree to abide by the terms and conditions contained herein.

Accepted By:

Town of Oyster Bay

Title

Date

Kenneth. Kuo

Marcum Technology

S.V.P. Tech & Prof. Serv.

Title

Date

1/4/2017



WHEREAS, on November 15, 2016, the Town Board adopted Resolution No. 608-2016, which established the dates and times for the regular meetings of the Town Board of the Town of Oyster Bay for the calendar year 2017; and

WHEREAS, Marta Kane, Public Information Officer, by memorandum dated January 12, 2017, recommended and requested that the schedule of dates and times for regular meetings of the Town Board be amended; and

WHEREAS, Thomas M. Sabellico, Special Counsel, by memorandum dated January 12, 2017, recommended that the request of Marta Kane be approved,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations and request as hereinabove set forth are hereby accepted and approved, and Resolution No. 608-2016 is hereby amended to reflect that the regular meetings of the Town Board of the Town of Oyster Bay for the remainder of 2017 will be held in the Town Board Hearing Room, at Town Hall North, 54 Audrey Avenue, Oyster Bay, New York 11771, on the following dates and at the following times:

February 14, 2017	10:00 am
February 28, 2017	7:00 pm
March 7, 2017	10:00 am
March 21, 2017	7:00 pm
April 4, 2017	10:00 am
April 25, 2017	7:00 pm
May 9, 2017	10:00 am
May 23, 2017	7:00 pm
June 6, 2017	10:00 am
June 20, 2017	7:00 pm
July 11, 2017	10:00 am
July 25, 2017	10:00 am
August 15, 2017	10:00 am
September 12, 2017	7:00 pm
October 3, 2017	10:00 am
October 17, 2017	
(budget hearings)	10:00 am and 7:00 pm
November 14, 2017	10:00 am
November 28, 2017	7:00 pm
December 12, 2017	10:00 am

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
All Depts.

Reviewed By
Office of Town Attorney

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Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 12, 2017

SUBJECT: 2017 Town Board Meeting Dates

Resolution No. 608-2016, adopted on November 15, 2016, set forth the meeting dates and times for the regular meetings of the Town Board of the Town of Oyster Bay. By memorandum dated January 12, 2017, Marta Kane, Public Information Office, has recommended and requested that the schedule of dates and times be amended.

It is the recommendation of this office that the request be approved by the Town Board at the January 24, 2017 Town Board meeting.

By: 
Thomas M. Sabellico
Special Counsel

TMS:st

WHEREAS, Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 17, 2017, recommended that the Town's property insurance coverage be obtained from AmRisc, LLC, nunc pro tunc from December 31, 2016 to December 31, 2017, through Salerno Brokerage Corp., at a renewal premium of \$337,465.58 as well as an additional amount of \$10,000.00 for changes made to the policy for new locations and/or increased values,

NOW THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Office of the Town Attorney hereby authorized to secure the Town's property insurance coverage from AmRisc, LLC, nunc pro tunc from December 31, 2016 to December 31, 2017, through Salerno Brokerage Corp., and it is hereby requested that the Office of the Comptroller be authorized to issue an encumbrance order in the amount of \$337,465.58 plus an additional amount of \$10,000.00 for changes made to the policy for new locations and/or increased values with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000; and be it further

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

-#-

Reviewed By
Office of Town Attorney

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

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Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 17, 2017

SUBJECT: Property Insurance

In connection with the Town's property insurance coverage, this office received six (6) quotes for premiums for property insurance covering the Town's buildings and contents.

The quotes for premiums have increased from last year's premium based upon the relatively large loss that the Town incurred at the North Massapequa Community Center. In addition, FEMA has ruled that all properties that can reasonably be insured through flood insurance, must be insured and an additional premium is needed to cover seven (7) locations.

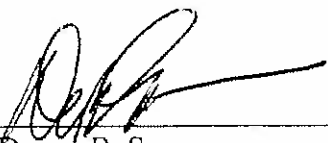
The broadest coverage and the lowest premium is available from AmRisc, LLC, through Salerno Brokerage Corp. The renewal premium is \$337,465.58, nunc pro tunc for the period December 31, 2016 to December 31, 2017, with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000.

Therefore, this office recommends that the Town's property insurance be obtained from AmRisc, LLC for the premium amount of \$337,465.58.

In addition, it is requested that the additional sum of \$10,000.00 be encumbered for potential new locations and/or increased values that may be added to the policy during the year.

OFFICE OF THE TOWN ATTORNEY

By:


Donna B. Swanson
Deputy Town Attorney

DBS:ba
Enclosure
2015-4869
cc: Town Attorney (w/10 copies)

S:\Attorney\RESOS 2017\MD & RESO\2017PropertyInsurance.docx

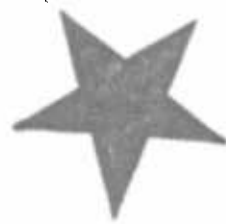


WHEREAS, Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 17, 2017, recommended that the Town's property insurance coverage be obtained from AmRisc, LLC, nunc pro tunc from December 31, 2016 to December 31, 2017, through Salerno Brokerage Corp., at a renewal premium of \$337,465.58 as well as an additional amount of \$10,000.00 for changes made to the policy for new locations and/or increased values,

NOW THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Office of the Town Attorney hereby authorized to secure the Town's property insurance coverage from AmRisc, LLC, nunc pro tunc from December 31, 2016 to December 31, 2017, through Salerno Brokerage Corp., and it is hereby requested that the Office of the Comptroller be authorized to issue an encumbrance order in the amount of \$337,465.58 plus an additional amount of \$10,000.00 for changes made to the policy for new locations and/or increased values with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000; and be it further

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

-#-



Reviewed By
Office of Town Attorney

[Handwritten signature]

**TOWN OF OYSTER BAY
CLAIM**

SALERNO BROKERAGE CORPORATION

117 Oak Drive
Syosset, NY 11791

Town of Oyster Bay
Town Attorney's Office
54 Audrey Avenue
Oyster Bay, NY 11771

INVOICE

Customer	Town of Oyster Bay
	1970
Date	01/09/2017
Customer Service	Towns & Villages Nicole Morton
Page	1 of 1

Payment Information	
Invoice Summary	337,465.58
Payment Amount	
Payment for	Invoice#41566 AMR57677 AND VARIOUS

Thank You

Please detach and return with payment

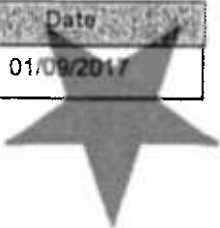
Customer: Town of Oyster Bay

Invoice #	Effective	Transaction	Description	Amount
41566	12/31/2016	Renew policy	Policy #AMR57677 AND VARIOUS 12/31/2016-12/31/2017 AMRISC Commercial Property - Renew policy Company Inspection Fee - Renew policy Stamping Fee - Renew policy Surplus Lines Tax - Renew policy Due Date: 1/9/2017	313,674.00 11,500.00 585.32 11,706.26

				Total
				337,465.58

Thank You

SALERNO BROKERAGE CORPORATION	(516)364-4044	Date
117 Oak Drive		01/09/2017
Syosset, NY 11791		



WHEREAS, Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 19, 2017, recommended that the Town's Public Employee Blanket Bond Insurance, be obtained from Travelers Casualty Insurance Company of America, nunc pro tunc from December 31, 2016 to December 31, 2017, to Salerno Brokerage Corp., at a renewal premium of \$7,684.00, with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000,

NOW THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to obtain the Town's Public Employee Blanket Bond Insurance, from Travelers Casualty Insurance Company of America, nunc pro tunc from December 31, 2016 to December 31, 2017, through Salerno Brokerage Corp., at a renewal premium of \$7,684.00, with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller (2)

Reviewed By
Office of Town Attorney

14

Town of Oyster Bay Inter-Departmental Memo

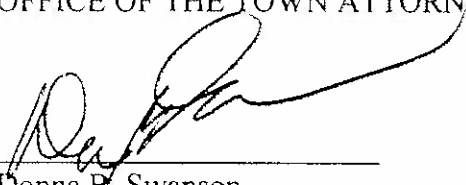
TO: Memorandum Docket
FROM: Office of the Town Attorney
DATE: January 19, 2017
SUBJECT: Public Employee Blanket Bond Insurance (Crime)

In connection with the Town's Public Employee Blanket Bond Insurance, the Town requested premium quotes from three (3) market carriers; namely, Utica National Insurance Company, Great American Alternative Insurance Company and Travelers Casualty Insurance Company of America. The best coverage and the lowest premium is available from Travelers Casualty Insurance Company of America, through Salerno Brokerage Corp. The renewal premium is \$7,684.00, nunc pro tunc for the period December 31, 2016 to December 31, 2017.

Therefore, this office recommends that the Town's Public Employee Blanket Bond Insurance be obtained from Travelers Casualty Insurance Company of America, through Salerno Brokerage Corp., at a renewal premium of \$7,684.00, with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000.

OFFICE OF THE TOWN ATTORNEY

By:



Donna B. Swanson
Deputy Town Attorney

DBS:ba
Enclosure
cc: Town Attorney (w/10 copies)

S:\Attorney\RESOS 2017\MD & RESO\2017CasualtyIns.docx



WHEREAS, Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 19, 2017, recommended that the Town's Public Employee Blanket Bond Insurance, be obtained from Travelers Casualty Insurance Company of America, nunc pro tunc from December 31, 2016 to December 31, 2017, to Salerno Brokerage Corp., at a renewal premium of \$7,684.00, with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000,

NOW THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to obtain the Town's Public Employee Blanket Bond Insurance, from Travelers Casualty Insurance Company of America, nunc pro tunc from December 31, 2016 to December 31, 2017, through Salerno Brokerage Corp., at a renewal premium of \$7,684.00, with funds to be drawn from Account No. TWN AMS 1910 43030 601 0000 000; and be it further

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

-#-



Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID # [] SOCIAL SECURITY #

11-269-0247

CLAIMANT'S NAME
Salerno Brokerage Corp.

CONTRACT #

ORDER #

CLAIMANT'S ADDRESS
117 Oak Drive, Syosset, NY 11791

CONTRACT NAME	
---------------	--

TOWN DEPARTMENT
Town Attorney

CLAIMANT INVOICE #

RESO #

FOLLOW INSTRUCTIONS ON REVERSE SIDE THEN RETURN CLAIM AND INVOICES TO DEPARTMENT RECEIVING MATERIALS OR SERVICES

DETAILED DESCRIPTION OF MATERIALS OR SERVICES

[illegible]

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

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

\$7,684.00

TOTAL AMOUNT	\$7,684.00
CASH DISCOUNT %	
NET AMOUNT	\$7,684.00

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

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

Date 01/09/2017

Signature

Title NS 10

Insurance Representative

Print or type name Nicole L. Morton

Name of Company

Salerno Brokerage Corp.

I HEREBY APPROVE this claim form for the sum of _____ for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

Signature _____

Title

८३१

Department

Account

SALERNO BROKERAGE CORPORATION

117 Oak Drive
Syosset, NY 11791

INVOICE

Customer	Town of Oyster Bay
Date	01/09/2017
Customer Service	Towns & Villages Nicole Morton
Page	1 of 1

Payment Information	
Invoice Summary	7,684.00
Payment Amount	
Payment for	Invoice#41565
106426565	

Town of Oyster Bay
Town Attorney's Office
54 Audrey Avenue
Oyster Bay, NY 11771

Thank You

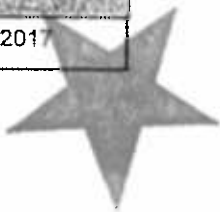
Please detach and return with payment

Customer: Town of Oyster Bay

Invoice	Effective	Transaction	Description	Amount
41565	12/31/2016	Renew policy	Policy #106426565 12/31/2016-12/31/2017 St. Paul Travelers Crime - Renew policy Due Date: 1/9/2017	7,684.00
				Total
				7,684.00

Thank You

SALERNO BROKERAGE CORPORATION	(516)364-4044	Date
117 Oak Drive		01/09/2017
Syosset, NY 11791		




WHEREAS, Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 18, 2017, recommended that Ace American Insurance Company be selected to provide the Town's Public Officials and Employees Liability Insurance coverage, nunc pro tunc for the period January 28, 2017 to January 28, 2018, at a premium of \$132,113.00, and requested and recommended that the new policy be accepted and all necessary premiums be paid,

NOW THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby affirmed and ratified, and the Office of the Comptroller is hereby authorized and directed to make payment, upon submission of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 603 0000 000.

-#-

(7m)
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:

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

cc: Supervisor
Town Attorney
Comptroller (2)

Town of Oyster Bay

Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : January 18, 2017

SUBJECT: 2017 Insurance Program
Public Officials & Employees Liability Insurance

In connection with the Town's Public Officials & Employees Liability Insurance coverage, this office has received five (5) quotes for premiums. The best coverage and the lowest premium is available from Ace American Insurance Company through Salerno Brokerage Corp. The renewal premium is \$132,113.00, nunc pro tunc for the period January 28, 2017 to January 28, 2018. The limit of liability for this policy remains at \$10,000,000.00 per occurrence, with a retention of \$25,000.00, with funds to be drawn from Account No. TWN AMS 1910 43010 603 0000 000.

It is requested that this matter be placed on the Town Board Action Calendar, and that payment be authorized for this premium.

OFFICE OF THE TOWN ATTORNEY

By:



Donna B. Swanson
Deputy Town Attorney

DBS:ba
Enclosure

cc: Town Attorney (w/10 copies)

baS:\Attorney\Liability\MD & RESO\Pub Officials 2017.doc



WHEREAS, Donna B. Swanson, Deputy Town Attorney, by memorandum dated January 18, 2017, recommended that Ace American Insurance Company be selected to provide the Town's Public Officials and Employees Liability Insurance coverage, nunc pro tunc for the period January 28, 2017 to January 28, 2018, at a premium of \$132,113.00, and requested and recommended that the new policy be accepted and all necessary premiums be paid,

NOW THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby affirmed and ratified, and the Office of the Comptroller is hereby authorized and directed to make payment, upon submission of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 603 0000 000.

-#-

7ms
Reviewed By
Office of Town Attorney



AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

SALERNO BROKERAGE CORPORATION

117 Oak Drive
Syosset, NY 11791

Town of Oyster Bay
Town Attorney's Office
54 Audrey Avenue
Oyster Bay, NY 11771

INVOICE

Customer	Town of Oyster Bay
	1970
Date	01/19/2017
Customer Service	Towns & Villages Nicole Morton
Page	1 of 1

Payment Information	
Invoice Summary	132,113.00
Payment Amount	
Payment for:	Invoice #41633
M00605074	

Thank You

Please detach and return with payment

Customer: Town of Oyster Bay

Invoice #	Invoice Date	Invoice Description	Amount
41633	01/28/2017	Renew policy Policy #M00605074 01/28/2017-01/28/2018 ACE USA Public Officials Liabilit - Renew policy Due Date: 1/28/2017	132,113.00
			Total
			132,113.00

Thank You

SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset, NY 11791	(516)364-4044	Date 01/19/2017
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WHEREAS, by Resolution No. 548-82, adopted on June 8, 1982, and Resolution No. 638-82, adopted on July 13, 1982, the Town Board granted a Special Use Permit for a restaurant use in a Neighborhood Business District, with approximately 298 seats at premises located at 4 Old Jericho Turnpike, Jericho, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block 37, Lot 155 on the Land and Tax Map of Nassau County; and

WHEREAS, Resolution No. 548-82 contained covenants and restrictions, specifically Covenant No. 7 which provides for Town Board approval of any Site Plan for the subject premises and Covenant No. 8 which provides for the occupancy of the restaurant to be limited to 298 persons; and

WHEREAS, by Resolution No. 73-83, adopted on January 25, 1983, the Town Board granted Site Plan Approval of the site plan for Maine Maid Inn located at the subject premises and

WHEREAS, on February 25, 2015, Frederick P. Ippolito, as Commissioner of the Department of Planning and Development, granted a Building Permit, No. R15000565, for the renovation of the Maine Maid Inn; and

WHEREAS, by letter dated November 23, 2016, Angelo Francis Corva, R.A., requested that the Town Board modify the existing covenants and restrictions to allow for an increased occupancy of 565 persons, and that the Town Board approve the amended Site Plan as submitted; and

WHEREAS, Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, by memorandum dated December 2, 2016, has advised that the Department of Planning and Development has reviewed the following ten (10) plans prepared by Angelo F. Corva, R.A., Angelo Francis Corva and Associates, Architects, West Hempstead, New York, and the two (2) plans prepared by Robert S. Retnauer, L.A., RDA Landscape Architecture, St. James, New York:

SHEET NO.	TITLE	PREPARED BY	DATE
ST1.1	SITE DEMOLITION PLAN	Angelo Corva, R.A.	11/15/16
ST1.2	SITE PARKING PLAN	Angelo Corva, R.A.	11/29/16
ST1.3	SITE ALIGNMENT PLAN	Angelo Corva, R.A.	11/29/16
ST1.4	SITE DRAINAGE PLAN	Angelo Corva, R.A.	11/15/16
ST1.5	SITE RETAINING WALL ELEVATION & SECTIONS	Angelo Corva, R.A.	11/15/16
ST1.6	SITE EROSION CONTROL PLAN	Angelo Corva, R.A.	11/15/16
ST1.7	SITE LIGHTING PLAN	Angelo Corva, R.A.	11/15/16
L-1	LANDSCAPE PLAN	Robert S. Retnauer, P.E.	11/10/16
L-2	LANDSCAPE DETAILS	Robert S. Retnauer, P.E.	11/10/16
A1.8	PUBLIC ASSEMBLY, FIRST AND SECOND FLOOR	Angelo Corva, R.A.	11/29/16
A2.1	EAST AND NORTH ELEVATIONS	Angelo Corva, R.A.	05/07/15
A2.2	WEST AND SOUTH ELEVATIONS	Angelo Corva, R.A.	05/07/15

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

NOW, THEREFORE, BE IT RESOLVED, That the request of Angelo Francis Corva, R.A., dated November 23, 2016, that the covenants and restrictions imposed by Resolution No. 548-82 be amended to reflect approval of an increased occupancy of 565 persons at the restaurant located at premises 4 Old Jericho Turnpike, Jericho, Town of Oyster Bay, County of Nassau, New York, and designated as Section 12, Block 37, Lot 155 on the Land and Tax Map of Nassau County, be approved and be it further

RESOLVED, That in accordance with the memorandum of Timothy R. Zike, Acting Commissioner of the Department of Planning and Development, dated December 2, 2016, the twelve (12) plans described herein are hereby approved.

-#-

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

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

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